

CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, JUNE 11, 2012
7:00P.M.**

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda.

All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Rev. Calvin Kurtz, Reading Berks Conference of Churches

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- Firefighter Promotion Ceremony
 - Lieutenant Jeremy Searfoss – Fire Prevention
 - Lieutenant Keith Moyer – Fire Prevention
 - Lieutenant Larry Moyer – Fire Prevention
 - Fire Chief David Hollinger – Department Director
- Recognition of Reading Musical Foundation Scholarship Winners
 - Alexandra Vargas
 - Isabelle Bender
 - Kevin Brown
 - Libni Rivera
 - Benjamin Chen

3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

4. APPROVAL OF AGENDA

A. MINUTES: Regular Meeting of May 29, 2012

B. AGENDA: Council meeting of June 11, 2012

5. Consent Agenda Legislation

A. Resolution – appointing Steven Edward Ginder as a Firefighter Trainee **(Fire)**

B. Resolution – appointing Joshua Russell Green as a Firefighter Trainee **(Fire)**

C. Resolution – appointing Jeffrey Hughes LeCompte as a Firefighter Trainee **(Fire)**

D. Resolution – appointing John Robert Naylor as a Firefighter Trainee **(Fire)**

E. Resolution – appointing Gabriel John Shoemaker as a Firefighter Trainee **(Fire)**

F. Resolution – appointing Ben Lloyd Barstow as a Firefighter Trainee **(Fire)**

G. Resolution – appointing Kevin Charles Ayers, Jr as a Firefighter Trainee **(Fire)**

H. Resolution – appointing James Patrick Salanik as a Firefighter Trainee **(Fire)**

I. Resolution – appointing Richard H Zondlo, II as a Firefighter Trainee **(Fire)**

J. Resolution – appointing Charlie John Secara as a Firefighter Trainee **(Fire)**

K. Resolution – appointing Jason Matthew Wood as a Firefighter Trainee **(Fire)**

L. Resolution – appointing Matthew Tyler Staley as a Firefighter Trainee **(Fire)**

M. Award of Contract - to Bertolet Construction, 100 South Church Road, Wernersville, PA 19565, at a total submitted bid price of \$50,179.50 for various improvements to the 3rd and Spruce Playground (Purchasing)

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

A. Bill No. 36-2012 - authorizing the Mayor to execute the third addendum to the lease and operating agreement between the City of Reading, Pennsylvania and the Reading Area Water Authority, in the form attached hereto as Exhibit “A”, and such other documents necessitated thereby, including, without limitation, (1) a deed conveying to the Reading Area Water Authority an approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township owned by the City and (2) a deed conveying to the Reading Area Water Authority an approximately two and thirty-nine one hundredths (2.39) acre parcel of land owned by the City and located at 1801 Moss Street in the City of Reading **(Man Dir) Introduced at the March 12 regular meeting; Tabled at the March 26 regular meeting; Tabled at the April 2 special meeting; Tabled at the April 9 regular meeting; Tabled at the May 29 regular meeting**

B. Bill No. 64-2012 – amending Codified Ordinance Chapter 27 Zoning Part 18 Floodplain Districts **(Public Works) Introduced at the May 14 regular meeting; Public Hearing held on June 4**

LAYOVER INCOMPLETE ACTION TO BE TAKEN AT 6/25 REGULAR MEETING

Ordinance - setting forth the salary of the Administrative Services Director of the City of Reading at ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) annually
(Mayor) Introduced at the May 29 regular meeting

Ordinance – refinancing Reading Phillies loan **(Reading Phillies) Introduced at the May 29 regular meeting**

Ordinance - authorizing the Mayor to execute an Easement between the City of Reading and the Metropolitan Edison Company thereby conveying unto the Metropolitan Edison Company a permanent easement and uninterrupted right of access as described in said easement upon that portion of premises along Skyline Drive, Reading, Berks County, Pennsylvania (PIN no. 5317-02-76-2194) for installation of one (1) pole and overhead primary electric facilities for service to the Berks County 911 cell tower **(Law) Introduced at the May 29 regular meeting**

Ordinance - amending the Codified Ordinances of the City of Reading, Chapter 1 Administration and Government, Part 5 Boards, Departments, Commissions, Committees and Councils, Part C Human Relations Commission, §1-525 Powers and Duties of Commission by providing for a method of enforcing subpoenas **(Law) Introduced at the May 29 regular meeting**

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance - authorizing the Mayor to execute a grant of right of way and easement and an access agreement between the City of Reading and Habasit America, Inc., thereby conveying unto the City of Reading a nonexclusive, temporary construction easement and nonexclusive, perpetual access easement upon that portion of premises within parcel identification number 530620916265, situate at 825 Morgantown Road in the City of Reading, Pennsylvania **(Public Works)**

B. Ordinance – amending City of Reading Codified Ordinances Chapter 4 Buildings by adding the Heights Conservation District **(HARB)**

C. Bill No. 52-2012 – amending the Codified Ordinances, Chapter 11, Housing, Section 102, Definitions, by expanding the definition of a Vacant Property to include a Vacant Property for Sale, A Vacant Property Undergoing Rehabilitation and a Vacation/Second Residence as well as adding a Penalty for Failing to Timely Register a Vacant Property as attached in Exhibit A **(Law) Introduced at the April 23 regular meeting without documentation**

D. Ordinance - amending the Fee Schedule of the City of Reading, Berks County, Pennsylvania, Codified Ordinances, related to the Property Maintenance Division of the Department of Community Development Vacant Property Registration **(Law)**

11. RESOLUTIONS

A. Resolution - extending the term of exemptions, deductions, abatements and credits for real property, earned income tax, net profits mercantile, and business privilege taxes within a specific geographic area in City of Reading, Berks County designated as a Keystone Opportunity Expansion Zone ("KOEZ") or Keystone Opportunity Improvement Zone ("KOIZ") in order to foster economic opportunities, stimulate industrial, commercial, and residential improvements and prevent physical and infrastructure deterioration within areas of City of Reading, Berks County, Commonwealth of Pennsylvania, upon certain terms and conditions **(Com Dev) Tabled at the May 29 regular meeting; Joint meeting with the School Board and County Commissioners held on June 6**

B. Resolution - authorizing the exemptions, deductions, abatements and credits for real property, earned income tax, net profits mercantile, and business privilege taxes within a specific geographic area in City of Reading, Berks County ("expansion parcel(s)") designated as a proposed expansion of a contiguous existing Keystone Opportunity Expansion Zone ("KOEZ") or Keystone Opportunity Improvement Zone ("KOIZ"), as appropriate, in order to foster economic opportunities, stimulate industrial, commercial, and residential improvements and prevent physical and infrastructure deterioration within the designated areas of City of Reading, Berks County, Commonwealth of Pennsylvania, upon certain terms and conditions **(Com Dev) Tabled at the May 29 regular meeting; Joint meeting with the School Board and County Commissioners held on June 6**

C. Resolution – accepting the Pennvest loan in the amount of \$10,013,950 for the Waste Water Treatment Plant project **(Financial S&Iutions)**

D. Resolution – reappointing William Miller to the Building and Fire Code Board of Appeals **(Nom & Appts)**

E. Resolution – appointing Sean Moretti to the Main Street Board **(Nom & Appts)**

F. Resolution – appointing Erin Weller to the Historical Architectural Review Board **(Nom & Appts)**

G. Resolution – appointing Michael Leifer to the Fire Civil Service Board **(Nom & Appts)**

12. PUBLIC COMMENT – GENERAL MATTERS

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, June 11

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Monday, June 18

Finance, Audit, and Budget Committee – Council Office – 5 pm

Public Works, Public Safety, and Neighborhood Services Committee – Council Office – 5 pm

Work Session – Penn Room – 7 pm

Monday, June 25

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, June 11

Fire Civil Service Board – Penn Room – 4 pm

6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm

Tuesday, June 12

Airport Authority – Airport Authority Office – 8:15 am

Water Authority Workshop – Water Authority Office – 4 pm

Citizens Advisory Board – Penn Room – 7 pm

District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

Wednesday, June 13

Zoning Hearing Board – Penn Room – 5:30 pm

Center City Community Organization – Holy Cross Church – 6 pm

Thursday, June 14

Police Pension Board – Penn Room – 10 am

Legislative Aide Committee – Penn Room – 7:30 pm

Monday, June 18

Library Board – 113 S 4th St – 4 pm

Tuesday, June 19

Charter Board – Penn Room – 7 pm

HARB – Planning Conference Room – 7 pm

Wednesday, June 20

Diversity Board – Penn Room – 4 pm

Redevelopment Authority – Redevelopment Authority Office – 5:30 pm

Thursday, June 21

Blighted Property Review Committee – Council Chambers – 6 pm

Monday, June 25

DID Authority – 645 Penn St 5th Floor – noon

BARTA – BARTA Office – 3 pm

District 7 Crime Watch – Holy Spirit Church – 7 pm

City of Reading City Council
Regular Business Meeting
Tuesday, May 29, 2012

Council President Francis G. Acosta called the meeting to order.

The invocation was given by Elder Saul Hodge, First Century Worship Center.

All present pledged to the flag.

ATTENDANCE

Council President Acosta

Councilor Corcoran, District 1

Councilor Goodman-Hinnershitz, District 2

Councilor Sterner, District 3

Councilor Marmarou, District 4

Councilor Reed, District 5

Councilor Waltman, District 6

Mayor V. Spencer

City Auditor D. Cituk

City Solicitor C. Younger

City Clerk L. Kelleher

PROCLAMATIONS AND PRESENTATIONS

City Council issued the following:

- Council Commendation recognizing National Historic Preservation Week, accepted by Preservation Specialist Amy Johnson
- Council Commendation recognizing the service of Betty Jean Wagner to the Historical Architectural Review Board
- HARB Presentation of Historic Awards to:
 - 115 S 6th St
 - 507 Windsor St
 - 930 Centre Av
 - 801 N 5th St
 - 803 N 5th St

PUBLIC COMMENT

Council President Acosta announced that three (3) citizens were registered to address Council on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the Council meeting. As no one objected, the rule to require non-agenda comment at the end of the meeting was suspended. Council President Acosta reminded the citizens registered to speak about the remaining public speaking rules.

Vada Doctor, of Wyomissing, was not present.

Michael Dugan, of North 12th Street, was not present.

Maryann Ciarlone, North 5th Street, stated that she found the Transition Report section on Open Government and Transparency very interesting. She stated that some property owners in Centre Park offered to sell her their properties. She described her work on streetscapes to beautify her properties. She inquired if Council was aware that some Centre Park property owners have decided to walk away from their properties and have offered to turn the deeds into Property Maintenance. She stated that this situation will create blight in a stable neighborhood.

Mr. Acosta advised Ms. Ciarlone that her speaking time had expired. He inquired if any member of Council objected to providing Ms. Ciarlone with one additional minute to speak. As no one objected, Ms. Ciarlone was provided with an additional minute to comment.

Ms. Ciarlone suggested that Council hold meetings on housing that are open to the public. She also asked all officials to remember that the text in the Open Government and Transparency section of the Transition Plan are founding principles that all should uphold.

APPROVAL OF THE AGENDA & MINUTES

Council President Acosta called Council's attention to the agenda for this meeting and the minutes for the May 14th Regular Meeting of Council. He noted the need to add legislation to the consent agenda as follows:

- **Resolution 72- 2012** – Authorizing the refinancing of the RAWA 2002 Revenue Bond in the amount of \$2.7M
- **Award of Contract** to Martin Limestone for the repaving of the 500 and 600 blocks of Court St.

Council President Acosta stated that some technical issues created three different versions of the agenda for tonight's agenda. He stated that the appointment of the Managing Director appears on one of the versions and will be considered under the Resolution heading.

Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the May 14th Regular Meeting of Council and the agenda as amended, including the legislation under the Consent Agenda heading. The motion was approved unanimously.

Consent Agenda

Resolution 72- 2012 – Authorizing the refinancing of the RAWA 2002 Revenue Bond in the amount of \$2.7M

Award of Contract to Martin Limestone for the repaving of the 500 and 600 blocks of Court St.

ADMINISTRATIVE REPORT

Mayor Spencer read the report distributed to Council earlier in the day. He highlighted the report as follows:

- The May 16th meeting regarding Wind Energy Supply Chain
- The May 17th neighborhood meeting at the Salvation Army.
- Update on Graffiti Abatement
- The recent fires in Reading

AUDITOR’S REPORT

City Auditor Cituk read the report distributed to Council at the meeting covering the following:

- 2012 Admissions Tax Collection
- 2012 Real Estate Transfer Tax Compensation
- 2012 Motor Vehicle Codes Collection

ORDINANCES FOR FINAL PASSAGE

A. Bill No. 36-2012 - authorizing the Mayor to execute the third addendum to the lease and operating agreement between the City of Reading, Pennsylvania and the Reading Area Water Authority, in the form attached hereto as Exhibit “A”, and such other documents necessitated thereby, including, without limitation, (1) a deed conveying to the Reading Area Water Authority an approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township owned by the City and (2) a deed conveying to the Reading Area Water Authority an approximately two and thirty-nine one hundredths (2.39) acre parcel of land owned by the City and located at 1801 Moss Street in the City of Reading (**Man Dir**) *Introduced at the March 12 regular meeting; Tabled at the March 26 regular meeting; Tabled at the April 2 special meeting; Tabled at the April 9 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to tabled Bill No. 36-2012.

Bill No. 36-2012 was tabled by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, – 5

Nays: Waltman, Acosta, President -2

B. Bill No. 56-2012 – amending Bill No 30-2012 the 2012 City of Reading Position Ordinance by adding three (3) temporary employees to the Citizens Service Center for the Tax Amnesty Program (**Bus Anal**) *Introduced at the May 14 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Corcoran, to enact Bill No. 56-2012.

Ms. Goodman-Hinnershitz asked the Mayor to provide a snapshot of the scope for these positions. Mayor Spencer stated that these employees will find businesses and people who have delinquent taxes. He also stated that these employees will assist with the collection of delinquent taxes.

Bill No. 56-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

C. Bill No. 57-2012- implementing a Business Tax Amnesty Program between June 17 and August 18, 2012 which forgives Taxpayers who pay certain past due Per Capita Taxes and Business Privilege Taxes from liability for remaining past due Business Taxes, Interest, and Civil and Criminal Penalties (**Council Staff/Law**) *Introduced at the May 14 regular meeting*

Councilor Corcoran moved, seconded by Councilor Marmarou, to enact Bill No. 57-2012.

Councilor Waltman stated that this program provides a window of opportunity for those having delinquent taxes to pay the taxes during the program period without penalties and interest. He noted that the City has prepared lists of people and businesses who have delinquencies.

Council President Acosta agreed noting that those who are not currently in compliance with the City's tax requirements have an opportunity to correct the problem. He stated that the program will include an educational component through the marketing materials.

Councilor Marmarou reminded all of his advocacy for developing a solution to this problem in the past.

Bill No. 57-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

D. Bill No. 58-2012 - amending Codified Ordinances, Chapter 1 Administration and Government §§ 1-1001, 1-1004, 1-1005, 1-1006, and 1-1007 of the City of Reading Policy for Access to Public Records in accordance with the Pennsylvania Right-To-Know Law (**Law**) *Introduced at the May 14 regular meeting*

Councilor Corcoran moved, seconded by Councilor Marmarou, to enact Bill No. 58-2012.

Bill No. 58-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

E. Bill No. 59-2012 - setting forth the salary of the Managing Director of the City of Reading at \$100,000 annually (**Mayor**) *Introduced at the May 14 regular meeting*

Councilor Sterner moved, seconded by Councilor Marmarou, to enact Bill No. 59-2012.

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to amend the salary to \$95,500.

Councilor Goodman-Hinnershitz stated that the reduction is not based on the candidate's qualifications. The reduction is only based on the City's financial condition.

Councilor Reed agreed that the candidate is most qualified but she noted the need to spend taxpayer dollars wisely.

Councilor Waltman agreed that the City must spend its money wisely but expressed the belief that this candidate's qualifications justify the increase.

Councilor Sterner agreed with the salary proposed by the Administration as the candidate has the desired skills and experience.

Council President Acosta questioned the candidate's start date. Mayor Spencer stated that the candidate will begin immediately. Ms. Kelleher noted that the candidate, during the interview, stated that she could not begin full time until July 5th due to planned vacations. Mayor Spencer stated that the candidate does have trips planned but she will be working between trips.

There was discussion on the City's policy for vacation for incoming employees. Council President Acosta stated that various organizations have different policies. Councilor Reed inquired about the contract negotiated with the candidate. Mayor Spencer stated

that a contract has not been negotiated and that he agreed to allow the candidate to continue with her vacation plans. Councilor Reed requested an executive session prior to the vote on the salary about the candidate's contract and expectations. After discussion, it was decided that the executive session will occur after the conclusion of the meeting.

The motion to amend Bill No. 59-2012 was NOT adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Reed - 3

Nays: Marmarou, Sterner, Waltman, Acosta, President - 4

Bill No. 59-2012 was enacted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Acosta, President - 5

Nays: Corcoran, Reed - 2

F. Bill No. 60-2012 - amending Chapter 7 Fire Prevention and Fire Protection (**Fire Marshal/Law**) *Introduced at the May 14 regular meeting*

Councilor Marmarou moved, seconded by Councilor Corcoran, to enact Bill No. 60-2012.

Bill No. 60-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

G. Bill No. 61-2012 - amending the City of Reading Codified Ordinances Chapter 10 Health and Safety by repealing Section 18 Health and Safety Inspection and recreating the Health and Safety Inspection with other provisions as a new Part 4 named "Certificate of Transfer" in Chapter 4 Buildings (**Law**) *Introduced at the May 14 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Marmarou, to enact Bill No. 61-2012.

Bill No. 61-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

H. Bill No. 62-2012 – amending the fee schedule of the City of Reading for the Fire Prevention Code as attached (**Law**) *Introduced at the May 14 regular meeting*

Councilor Corcoran moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 62-2012.

Bill No. 62-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

I. Bill No. 63-2012 – amending the fee schedule of the City of Reading for Health and Safety Inspection as attached (**Law**) *Introduced at the May 14 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Corcoran, to enact Bill No. 63-2012.

Bill No. 63-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

INTRODUCTION OF NEW ORDINANCES

Council President Acosta read the following ordinances into the record:

A. Ordinance - setting forth the salary of the Administrative Services Director of the City of Reading at ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) annually (**Mayor**)

B. Ordinance – refinancing Reading Phillies loan (**Reading Phillies**)

C. Ordinance - amending Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Chapter 1 Administration and Government, Exhibit A City of Reading Purchasing Policy & Procedures, Administrative Procedure Bid Solicitation, Evaluation and Award Procedure, Paragraph 4.0 General Policy to include Project Labor Agreement Language (**Law**)

D. Ordinance - authorizing the Mayor to execute an Easement between the City of Reading and the Metropolitan Edison Company thereby conveying unto the Metropolitan Edison Company a permanent easement and uninterrupted right of access as described in said easement upon that portion of premises along Skyline Drive, Reading, Berks County, Pennsylvania (pin no. 5317-02-76-2194) for installation of one (1) pole and overhead primary electric facilities for service to the Berks County 911 cell tower (**Law**)

E. Ordinance - amending the Codified Ordinances of the City of Reading, Chapter 1 Administration and Government, Part 5 Boards, Departments, Commissions, Committees and Councils, Part C Human Relations Commission, §1-525 Powers and Duties of Commission by providing for a method of enforcing subpoenas (**Law**)

RESOLUTIONS

A. Resolution 68-2012 – denying the inter-municipal liquor license transfer at 1626 Perkiomen Ave (Council Staff)

Councilor Marmarou moved, seconded by Councilor Corcoran, to adopt Resolution 68-2012.

Councilor Goodman-Hinnershitz described the hearing held to consider this request, which was attended by citizens who described the negative impact this transfer would bring to the neighborhood.

Resolution 68-2012 was adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7
Nays: None- 0

B. Resolution 69-2012 - extending the term of exemptions, deductions, abatements and credits for real property, earned income tax, net profits mercantile, and business privilege taxes within a specific geographic area in City of Reading, Berks County designated as a Keystone Opportunity Expansion Zone (“KOEZ”) or Keystone Opportunity Improvement Zone (“KOIZ”) in order to foster economic opportunities, stimulate industrial, commercial, and residential improvements and prevent physical and infrastructure deterioration within areas of City of Reading, Berks County, Commonwealth of Pennsylvania, upon certain terms and conditions (Com Dev)

C. Resolution 70- 2012 - authorizing the exemptions, deductions, abatements and credits for real property, earned income tax, net profits mercantile, and business privilege taxes within a specific geographic area in City of Reading, Berks County (“expansion parcel(s)”) designated as a proposed expansion of a contiguous existing Keystone Opportunity Expansion Zone (“KOEZ”) or Keystone Opportunity Improvement Zone (“KOIZ”), as appropriate, in order to foster economic opportunities, stimulate industrial, commercial, and residential improvements and prevent physical and infrastructure deterioration within the designated areas of City of Reading, Berks County, Commonwealth of Pennsylvania, upon certain terms and conditions (Com Dev)

Councilor Goodman-Hinnershitz moved, seconded by Councilor Marmarou, to table Resolutions 69 and 70-2012

Resolutions 69 and 70-2012 were tabled by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7
Nays: None- 0

Council President Acosta stated that a joint meeting to discuss these resolutions will be held on June 6th with the Reading School Board.

D. Resolution 71-2012 – appointing Carole B. Snyder as Managing Director (Mayor)

Councilor Corcoran moved, seconded by Councilor Marmarou, to adopt Resolution 71-2012

Mayor Spencer described the vetting process conducted and organized by PFM. He stated that he agrees with the process used to select this candidate.

Councilor Goodman-Hinnershitz also agreed with the process used and with the qualifications of the candidate. She stated that she looks forward to closing the management gap that will rebalance responsibilities within the management team.

Councilor Corcoran noted the importance of the business background the candidate will bring to the City. He stated that he looks forward to the positive change and leadership this candidate will bring.

Councilor Goodman-Hinnershitz reminded all of the executive session at the close of this meeting.

Councilor Reed stated that she will abstain as she was not provided with sufficient information about the contract with the candidate. City Solicitor Younger approved Councilor Reed's desire to abstain from the vote.

Resolution 71-2012 was adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Acosta, President - 6

Nays: None- 0

Abstention – Reed – 1

COUNCIL COMMENT

Council discussed the need for the reconsideration of a traffic signal at South 5th and Buttonwood Streets with the Mayor and Public Works Director Jones, who was in the audience.

Councilor Reed moved, seconded by Councilor Marmarou, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk



AGENDA MEMO

FIRE DEPARTMENT

TO: City Council
FROM: Chief David W Hollinger
PREPARED BY: Chief David W Hollinger
MEETING DATE: June 11, 2012
AGENDA MEMO DATE: June 1, 2012
REQUESTED ACTION: Authorize the Hiring of Eleven Firefighters and One Paramedic

RECOMMENDATION

The Mayor and Fire Chief recommend the hiring of the following Civil Service Testing Candidates:

For the position of Firefighter:

Steven E Ginder
Joshua Green
Jeffrey LeCompte
John R Naylor
Gabriel J Shoemaker
Ben L Barstow
Kevin Ayers, Jr
James Salanik
Richard H Zondlo II
Charlie J Secara
Jason M Wood

For the position of Paramedic:

Matthew T Staley

BACKGROUND

There are current vacancies for Firefighters and one Paramedic as a result of retirements and promotions. The above named candidates took the written, physical agility and oral examination for the position of Firefighter and/or Paramedic and are among the top candidates on the current certified list.

BUDGETARY IMPACT

These funded positions have become vacant due to retirement or promotion and are part of the current year's budget, in addition, these hiring's will lessen the departments need to fill current vacancies with overtime.

PREVIOUS ACTIONS

None

SUBSEQUENT ACTION

Council to take action to approve a resolution to authorize the above names candidates to the positions listed.

RECOMMENDED BY

The Mayor and Fire Chief recommend approval.

RECOMMENDED MOTION

Approve/deny the resolution authorizing the hiring of the named individuals to the positions listed.

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Steven Edward Ginder as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Joshua Russell Green as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Jeffrey Hughes LeCompte as a Firefighter Trainee, effective
June 25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring John Robert Naylor as a Firefighter Trainee, effective June 25,
2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Gabriel John Shoemaker as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Ben Lloyd Barstow as a Firefighter Trainee, effective June 25,
2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Kevin Charles Ayers, Jr as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring James Patrick Salanik as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Richard H Zondlo, II as a Firefighter Trainee, effective June 25,
2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Charlie John Secara as a Firefighter Trainee, effective June 25,
2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Hiring Jason Matthew Wood as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2012

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

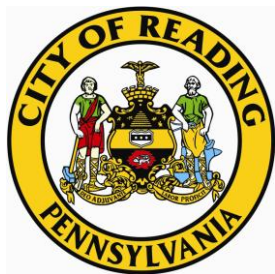
Hiring Matthew Tyler Staley as a Firefighter Trainee, effective June
25, 2012

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk



AGENDA MEMO

DEPARTMENT of ADMINISTRATIVE SERVICES

TO: City Council
FROM: Tammi Reinhart, Purchasing Coordinator
PREPARED BY: Tammi Reinhart, Purchasing Coordinator
MEETING DATE: June 11, 2012
AGENDA MEMO DATE: June 4, 2012
RECOMMENDED ACTION: Awarding of Contract for improvements to the 3rd and Spruce Playground for the Departments of Public Works and Community Development.

RECOMMENDATION

The recommendation is to award the contract to Bertolet Construction, 100 South Church Road, Wernersville, PA 19565, at a total submitted bid price of \$50,179.50 for various improvements to the 3rd and Spruce Playground for the Departments of Public Works and Community Development. Bertolet Construction is the low bidder to meet the specifications.

BACKGROUND

Bids for improvements at the 3rd and Spruce Playground for the Departments of Public Works and Community Development were received on April. 20, 2012. The bid award is based on various items which include renovations to the site.

A copy of the Schedule of Bids is attached for your review.

BUDGETARY IMPACT

The Department of Community Development and Accounting have confirmed that funds sufficient for this contract. The funding will be out of CDBG monies.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the June 11, 2012 meeting.

RECOMMENDED BY

Mayor, CD Director, Directors of Administrative Services and Public Works, Controller and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation for the purchase of the improvements to the 3rd and Spruce Playground in order that the contract may be awarded to Bertolet Construction.

cc: File

May 7, 2012

To the Mayor
City Hall
Reading, PA

The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

BID NO. 3003-12 FOR THE 3RD AND SPRUCE IMPROVEMENT PROJECT FOR THE DEPARTMENT OF PUBLIC WORKS, CITY OF READING, PENNSYLVANIA.

<u>BIDDER</u>	<u>BID PRICE</u>	<u>ALT. 1</u>	<u>ALT. 2</u>
Bertolet Construction 100 South Church Road Wernersville, PA 19565	\$50,179.50	\$9,091.50	\$20,740.00
Accell, Inc. 1060 Pineland Road Birdsboro, PA 19508	\$54,977.76	\$9,005.37	\$33,620.00
Empire Wrecking 1420 Clarion Street Reading, PA 19601	\$74,366.00	\$4,785.00	\$18,100.00

TAMMI REINHART
Purchasing Coordinator

BILL NO. _____ - 2012

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM TO THE LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF READING, PENNSYLVANIA AND THE READING AREA WATER AUTHORITY, IN THE FORM ATTACHED HERETO AS EXHIBIT "A", AND SUCH OTHER DOCUMENTS NECESSITATED THEREBY, INCLUDING, WITHOUT LIMITATION, (1) A DEED CONVEYING TO THE READING AREA WATER AUTHORITY AN APPROXIMATELY ONE HUNDRED TWENTY (120) ACRE PARCEL OF LAND LOCATED IN ONTELANUEE TOWNSHIP OWNED BY THE CITY AND (2) A DEED CONVEYING TO THE READING AREA WATER AUTHORITY AN APPROXIMATELY TWO AND THIRTY-NINE ONE HUNDREDTHS (2.39) ACRE PARCEL OF LAND OWNED BY THE CITY AND LOCATED AT 1801 MOSS STREET IN THE CITY OF READING.

WHEREAS, the City of Reading (the "City") is the titled owner of the premises adjacent to Lake Ontelaunee consisting of approximately one thousand twenty (1,020) acres in Ontelaunee Township, Berks County, Pennsylvania, also known as Parcel Identification Number 68540100609178;

WHEREAS, a portion of such premises is used in connection with the drinking water services provided by the Reading Area Water Authority (the "Authority") and the Authority desires to acquire a fee simple interest in such portion of the premises, consisting of approximately one hundred twenty (120) acres in total (the "Ontelaunee Property"), in order for the Authority to continue to provide drinking water services; and

WHEREAS, the City is the titled owner of the premises consisting of approximately two and thirty-nine one hundredths (2.39) acres located at 1801 Moss Street in the City of Reading, Berks County, Pennsylvania, also known as Parcel Identification Number 17531877004325 (the Store Yard Property");

WHEREAS, the Authority plans to make certain improvements in the vicinity of and/or on the Store Yard Property; and

WHEREAS, in exchange for the aforesaid conveyances, and other good and valuable consideration, the Authority has agreed to pay the City such consideration set forth in Exhibit "A" as the financing fee under the Third Addendum to the Lease and Operating Agreement.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING
HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Mayor is authorized to execute the Third Addendum to the Lease and Operating Agreement between the City of Reading, Pennsylvania and the Reading Area Water Authority, in the form attached hereto as Exhibit "A", and other such documents necessitated thereby, including, without limitation a deed conveying to the Reading Area Water Authority the Ontelaunee Property and Store Yard Property.

SECTION 2: This Ordinance, advertised on Monday, March 19, 2012 in the Reading Eagle, shall be effective ten (10) days after City Council's passage and approval by the Mayor, or as otherwise provided by the City of Reading's Home Rule Charter.

Enacted _____, 2012

President of Council

Attest:

City Clerk

(LAW DEPT.)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

Exhibit “A”

Third Addendum to the Lease and Operating Agreement between the City of Reading,
Pennsylvania and the Reading Area Water Authority

**THIRD ADDENDUM TO THE TO LEASE AND OPERATING AGREEMENT
BETWEEN THE CITY OF READING, PENNSYLVANIA AND
THE READING AREA WATER AUTHORITY**

THIS THIRD ADDENDUM, dated this ____ day of _____, 2012 (“Addendum Date”) (the “Third Addendum”), is hereby agreed upon by the City of Reading, Berks County, Pennsylvania (“City”), and the Reading Area Water Authority (“Authority”), and hereby amends the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January 1995 and amended in October 1997 and December 2010.

RECITALS

A. WHEREAS, the Authority has been incorporated pursuant to an ordinance of the Council of the City and is existing under the provisions of the Act of Assembly approved May 22, 1945, P.L. 382, as amended and supplemented, known as the “Municipality Authorities Act of 1945” (the “Act”);

B. WHEREAS, the City leases its Water System to the Authority pursuant to the terms of the Original Amended Lease (hereinafter defined);

C. WHEREAS, the parties mutually desire to enter into this Third Addendum to facilitate certain additional payments to the City by the Authority to assist in the Act 47 recovery program of the City.

NOW, THEREFORE, the Authority and the City, in consideration of the agreements, conditions and covenants herein contained, each intending to be legally bound, hereby, covenant and agree as follows:

(1) Definitions. Unless otherwise defined herein, all capitalized terms used in this Third Addendum shall have the meanings ascribed to them in the Original Amended Lease.

(a) All references in this Third Addendum or the Original Amended Lease to the “Lease” or “herein” or “hereunder” or other similar terms shall mean the Original Amended Lease, as amended by this Third Addendum.

(b) “Original Amended Lease” shall mean the collective agreement by and between the City and the Authority as evidenced by the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January 1995 and amended in October 1997 and December 2010.

(2) Lease Payments.

(a) 2012 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2012 shall be FIVE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS (\$5,920,000). The FIVE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS (\$5,920,000)

Financing Fee shall be used when calculating any reconciliation of the 2012 Lease payments.

(b) 2013 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2013 shall be SIX MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$6,470,000). The SIX MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$6,470,000) Financing Fee shall be used when calculating any reconciliation of the 2013 Lease payments.

(c) 2014 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2014 shall be SIX MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$6,670,000). The SIX MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$6,670,000) Financing Fee shall be used when calculating any reconciliation of the 2014 Lease payments.

(d) Subsequent Lease Payments. All lease payments due after the 2014 calendar year shall be calculated and paid in accordance with the terms of the Original Amended Lease.

(e) Meter Surcharge Payments to Continue. The Authority shall continue to pay to the City ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) annually, which shall be due and payable to the City each calendar year in equal monthly installments in accordance with Article VI of the Original Amended Lease.

(3) Conveyance of Ontelaunee Property.

(a) The City hereby agrees to convey to the Authority the approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township, Berks County, Pennsylvania owned by the City in which the Authority's raw water conveyance mains are located (the "Ontelaunee Property") as soon as practicable after the execution hereof.

(b) If subdivision planning is required to allow the Ontelaunee Property to be conveyed, the City hereby appoints the Authority as its agent to prosecute a subdivision plan with Ontelaunee Township. Notwithstanding the foregoing, the City shall not bear any responsibility for the Authority's actions while prosecuting such subdivision nor shall the City be responsible for contributing to any fees, costs or resources required for the prosecution of such subdivision.

(c) In furtherance of the foregoing, the Authority hereby waives all restrictions associated with the Ontelaunee Property resulting from the Second Addendum to the Original Amended Lease and will execute a document evidencing such waiver to be recorded by the City with the Berks County Recorder of Deeds Office at the Authority's expense.

(d) In connection with the conveyance of the Ontelaunee Property to the Authority, the Authority agrees that it shall not sell, convey, transfer or mortgage any interest to the Ontelaunee Property to any third party or use the Ontelaunee Property as collateral to secure any debt or obligation. To the extent the preceding restriction is unenforceable, then any conveyance from the Authority to a third party shall be subject to (a) the prior written consent of the City (which may be withheld its sole and absolute discretion) executed by the City's Mayor and authorized by Ordinance approved by a majority plus one of the members of the City Council (or as otherwise required by applicable rules if a the requirement for approval by a majority plus one is unenforceable) and (b) a grant of a right of first refusal in favor of the City to match the purchase price any such firm offer to purchase the Ontelaunee Property by a third party (within ninety (90) days from the City's receipt of notice of such firm offer) as a condition precedent for the effectiveness of any such conveyance. Such requirement for City's prior written consent and right of first refusal prior to the conveyance of the Ontelaunee Property to a third party shall be recorded against the Ontelaunee Property. In addition, prior to any transfer of interest of the Ontelaunee Property to a third party by the Authority, the Authority shall reserve and record easements in favor of the City associated with all above and underground improvements on the Ontelaunee Property associated with the extraction, treatment or conveyance of potable water. In furtherance of the foregoing, the Authority obtain authorization from the City Council by Ordinance approved by a majority plus one of the members of the City Council (or as otherwise required by applicable rules if a the requirement for approval by a majority plus one is unenforceable) prior to executing any form of agreement conveying an interest in the Ontelaunee Property (including, without limitation, a purchase sale agreement, leasehold interest, mortgage, easement or right-of-way).

(4) Conveyance of Store Yard Property. The City hereby agrees to convey to the Authority the City-owned land accessible from Kutztown Road in the City of Reading and commonly known as the "store yard" property as soon as practicable after the execution hereof, subject to all encumbrances on such "store yard" property.

(5) Vacation of Moss Street (unopened) between Exeter Street and Hiester's Lane. The City shall take such actions as are necessary to vacate the unopened portion of Moss Street located north of Bern Street and south of Rockland Street in the City of Reading, which will cause the land on which such unopened street is located to become vested in the adjacent property owners unless otherwise provided by applicable laws.

(6) Allocation of Revenues. The Authority shall equitably and ratably allocate and distribute payments received by the Authority on the behalf of joint customers. The Authority and City agree to cooperate in good faith to establish a formal administrative policy governing such allocation and distribution.

(7) Sewer Multiplier. In connection with its agreement to make the additional payments required hereby, the Authority anticipates instituting a water rate increase applicable beginning January 1, 2012 of approximately 10.50%. The City agrees that the water rate increase proposed by the Authority will not be applied in a manner as to compound sewer rates solely by application of the sewer rate multiplier.

Notwithstanding the foregoing, the City reserves the right to increase or modify sewer rates as it deems necessary or convenient in its sole discretion.

(8) Indemnification. The Authority shall indemnify, defend and hold harmless (with counsel selected by the City is its sole discretion) the City and its officers, Council members, employees, agents, successors and assigns (the "Indemnified Parties"), from and against any and all injuries, losses, claims, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), liabilities, fines, penalties or settlement amounts, threatened, incurred, or imposed on or against the Indemnified Parties arising from or related to the conveyance or subdivision of any right, title or interest in the real property subject to this Third Addendum. This Section 8 shall survive the expiration or termination of the Lease.

(9) Take-Back Powers. The City shall retain all rights and powers by operation of law, including, but not limited to, the Municipalities Authorities Act, 53 Pa. C.S.A. 5622 , to require the Authority to convey the water system to the City upon assumption by the City of the obligations incurred by the Authority with respect to the water system (the "Take-Back Powers"). Except as provided below, the Authority shall not take any actions which will hinder, limit or interfere with the City's Take-Back Powers, including, but not limited to, entering into any agreement, contract, loss obligation, bond, trust indenture or pledge that contains terms that limit, directly or indirectly, or attempt to limit the City's Take-Back Powers. Notwithstanding the foregoing, the City acknowledges that in the exercise of its responsibilities to operate and maintain the Water System, of necessity the Authority will routinely enter into transactions, including the issuance of debt, the employment of personnel pursuant to collective bargaining agreements and other transactions that may have the affect of increasing the obligations of the Authority with respect to the Water System that the City will need to assume to exercise its Take Back Powers. There is no intent to restrict the Authority's ability to operate and maintain the Water System by entering into such transactions so long as such transactions are entered on commercially reasonable terms, are necessary for the efficient operation of the Water Systems, and were entered with no intent to hinder, limit or interfere with the City's exercise of its Take Back Powers. Without limiting the generality of the foregoing, the Authority shall not enter into any transactions or allow any encumbrance that would hinder, limit or interfere with the City's assumption of the Ontelaunee Property in the event the City exercises its Take-Back Powers except with the prior written consent of the City (which may be withheld its sole and absolute discretion) executed by the City's Mayor and authorized by Ordinance approved by a majority plus one of the members of the City Council (or as otherwise required by applicable rules if a the requirement for approval by a majority plus one is unenforceable). Any such transaction, agreement or encumbrance shall be deemed against public policy and be null, void and unenforceable by all courts of competent jurisdiction.

IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania has caused this Third Addendum to be executed in its name and on its behalf by its Mayor and its official seal to be affixed hereunder and attested by its City Clerk, and the Reading Area Water Authority has caused this Agreement to be executed in its name and on its behalf by its Chairperson or Vice Chairperson and its corporate seal to be affixed hereto and

attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

City of Reading

Reading Area Water Authority

By: _____
Mayor

By: _____
Chairperson

Attest: _____
City Clerk

Attest: _____
Secretary

MEMORANDUM OF UNDERSTANDING
BETWEEN READING AREA WATER AUTHORITY AND THE CITY OF
READING
REGARDING RETAIL SEWER BILLING AND METER READING SERVICES

This Memorandum of Understanding is entered into as of the 1st day of June, 2012 between Reading Area Water Authority ("RAWA") and The City of Reading (the "City").

Background: For the past several years, the City has provided water billing services for RAWA and billing for its own sewer services. The City has been responsible for the current collections of the amounts billed and the distribution of amounts collected for water service to RAWA. RAWA has provided meter reading services, for which the City has budgeted \$175,000/year, as compensation for such service. RAWA has also administered the delinquent collection process for water and sewer service accounts. As a part of the Act 47 restructuring of City services, the City has requested that RAWA continue to provide meter reading services and delinquent account collection management and to undertake the billing and current collections process. RAWA will also be responsible for the distribution of amounts collected for sewer service to the City.

Meter Reading: RAWA shall continue to read water meters for the purpose of billing water service and sewer service in accordance with its current practices. The City will be responsible for approximately one-third of the cost of such service. In calendar year 2012, the total cost to RAWA for meter reading services is approximately \$540,000. The City share, based on 2012 pricing, will be \$180,000/year or \$15,000/month. The City will credit \$15,000/month against the RAWA Lease payment, beginning with June 2012.

Billing and Collection: RAWA has purchased substantial computer hardware and software to be used for water and sewer billing purposes. Also, RAWA has contracted with Dallas Data Systems for water and sewer billing services and with Fulton Bank for Lock Box Collection services. In addition, RAWA has hired Customer Service Representatives ("CSRs") dedicated solely to responding to customer concerns related to sewer and water service and billing. RAWA shall charge to the City one-half of the cost of the Dallas Data, Fulton Bank and CSRs cost.

As set forth below, the total of the costs summarized above totals **\$0.908** bill generated. Based on approximately 27,500 bills generated on a monthly basis, the total annual cost of billing and collection services will be approximately **\$299,640**. The City will credit the monthly billing and collection cost defined below against the RAWA Lease payment, beginning with July 2012. The costs of billing to be charged to the City shall be adjusted annually as actual costs to RAWA increase or decrease. These changes will be agreed by both RAWA and the City.

<u>RAWA Actual Cost</u>	<u>City Share of Cost</u>
Dallas Data Systems -- \$1.25/bill \$0.625/bill	50% of Actual Cost =
Fulton Bank -- \$0.238/bill \$0.119/bill	50% of Actual Cost =
Customer Service -- \$95,000.00/year <u>\$0.164/bill</u>	\$95,000 Flat =

\$0.908/bill

Estimate:

27,500 Bills Per Month x 12 months = 330,000 Bills Per Year

330,000 Bills Per Year / **\$0.908** Bill = \$299,640/Year

\$299,640 Annual Cost = **\$24,970** Monthly Cost

Reports Provided: RAWA will provide the following sewer reports on a monthly basis by the fifth workday of the following month:

- 1) Sewer Revenue Generated - Details to include individual bill number, customer number, customer name, type of customer (residential, commercial, industrial – based on information provided by the City, if so provided), consumption, dollar rate per unit consumption, total revenue per consumption times dollar rate, penalty, interest, total revenue of prior three items. Total number of bills generated. Summary of all prior items. (Other details to be determined) This report is used to determine the sewer revenue generated for the month. Also, this report is used to calculate the billing and collection cost at a rate of \$0.908 times the number of bills generated; credited against the monthly RAWA lease payment.

- 2) Payments Received – Details to include individual bill number, customer number, customer name, type of customer, receipt per consumption, penalty, interest, total receipts of prior three items. Summary of all prior items. (Other details to be determined) This report must equal the month's transfer of sewer funds to the city, with a reconciliation required.
- 3) Accounts Receivable – Details to include individual bill number, customer number, customer name, type of customer, consumption, revenue per consumption, penalty, interest, total revenue of prior three items. (Subtotal by month) Summary of all prior items. Need to define aging of receivables. (Other details to be determined)

Allocation of Collected Funds: RAWA will allocate all payments actually received by it proportionately between RAWA and the City. For bills paid in full, RAWA will simply allocate the amount representing the charge for sewer service on the bill to the City. For bills paid in part, RAWA will allocate to the City an amount equal to the Product of (a) the amount actually received by RAWA, multiplied by (b) a fraction, (i) the numerator of which is the amount billed for sewer services and (ii) the denominator of which is the total amount of the bill.

All amounts received will be applied first to the oldest unpaid bill and shall be allocated using such bill and the formula set forth in the immediately preceding paragraph.

Distribution of Collected Funds: RAWA shall apply its good faith best efforts to transfer amounts due to the City, as provided herein, to the City, by wire transfer or other appropriate means, into the bank account designated from time-to-time by the City, by the end of the Business Day next following the Business Day in which RAWA received such amounts. RAWA shall be obligated to transfer amounts due to the City to the City, as provided above, by no later than the end of the fifth Business Day following the Business Day in which RAWA received such amounts.

Transition of Collections: Beginning June 1, 2012, all amounts received by, or on behalf of, the City for sewer or water services shall be turned over to RAWA together with documentation necessary properly apply such amounts to customer accounts, at the earliest time

Page 4

possible. The City agrees to instruct its Treasurer's Office and any other office of the City that may receive payments for water or sewer services to cause any amounts so received be turned over to RAWA together with documentation necessary properly apply such amounts to customer accounts, at the earliest time possible.

Cooperation: RAWA and the City, being related public entities, and existing for the benefit of the customers and citizens which they serve, agree to cooperate with one another to provide the best possible service to its customers and citizens.

Term of this agreement: June 1, 2012 through December 31, 2015.

In Witness Whereof, RAWA and the City have caused this Memorandum of Understanding to be Executed as of this 1st day of June, 2012.

The City of Reading

Mayor

City Clerk

Reading Area Water

Authority

Chairman

Asst. Secretary

City of Reading
ORDINANCE NO.

AN ORDINANCE AMENDING PART 18 FLOODPLAIN DISTRICTS OF THE READING ZONING ORDINANCE REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE CITY WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE

PART 18

FLOODPLAIN OVERLAY DISTRICT

CONTENTS

§27-1801.	Statutory Authorization
§27-1802.	Purpose
§27-1803.	Applicability
§27-1804.	Abrogation and Greater Restrictions
§27-1805.	Severability
§27-1806.	Warning and Disclaimer of Liability
§27-1807.	Designation of the Floodplain Administrator
§27-1808.	Floodplain Permits Required
§27-1809.	Duties and Responsibilities of the Floodplain Administrator
§27-1810.	Floodplain Permit Application Procedures and Requirements
§27-1811.	Review of Permit Application by Others
§27-1812.	Changes to the Permit
§27-1813.	Placards
§27-1814.	Start of Construction
§27-1815.	Enforcement
§27-1816.	Appeals

§27-1817.	Floodplain Overlay District Identification
§27-1818.	Description and Requirements of the Floodplain Overlay Subdistricts
§27-1819.	Changes in Identification of the Overlay District
§27-1820.	District Boundary Disputes
§27-1821.	Jurisdictional Boundary Changes
§27-1822.	Technical Provisions - General
§27-1823.	Elevation and Floodproofing Requirements
§27-1824.	Design and Construction Standards
§27-1825.	Development Which May Endanger Human Life
§27-1826.	Special Requirements for Subdivisions
§27-1827.	Special Requirements for Manufactured Homes
§27-1828.	Special Requirements for Recreational Vehicles
§27-1829.	Prohibited Uses
§27-1830.	Special Exception Uses and Special Exception Application Requirements
§27-1831.	Special Exception Application Review Procedures
§27-1832.	Special Exception Technical Requirements
§27-1833.	Existing Structures in Identified Floodplain Areas
§27-1834.	Improvements to Existing Structures
§27-1835.	Variances - General
§27-1836.	Variance Procedures and Conditions
§27-1837.	Definitions - General
§27-1838.	Specific Definitions
§27-1839.	Adoption

§27-1801. Statutory Authorization

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Council of the City of Reading does hereby order as follows.

§27-1802. Purpose

The purpose of the City of Reading's Zoning Ordinance, Chapter 27, Part 18 (referred to herein as this "Part") is to:

- A. Promote the general health, welfare, and safety of the community.
- B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.
- C. Minimize danger to public health by protecting water supply and natural drainage.

- D. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.
- E. Comply with federal and state floodplain management requirements.

§27-1803. Applicability

- A. It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the City of Reading unless a Floodplain Zoning Permit has been obtained from the Floodplain Administrator.
- B. A Floodplain Zoning Permit shall not be required for minor repairs to existing buildings or structures.

§27-1804. Abrogation and Greater Restrictions

This Section supersedes any other conflicting provisions which may be in effect in the Floodplain Overlay District. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this ordinance, the more restrictive shall apply.

§27-1805. Severability

[Refer to](#) Part 1 §27-106.

§27-1806. Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this Part is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Part does not imply that areas outside any identified floodplain areas or that land uses permitted within such areas will be free from flooding or flood damages.

This Part shall not create liability on the part of the City of Reading or any officer or employee thereof for any flood damages that result from reliance on this Part or any administrative decision lawfully made there under.

§27-1807. Designation of the Floodplain Administrator

The Zoning Administrator is hereby appointed to administer and enforce this Part and is referred to herein as the “Floodplain Administrator”.

§27-1808. Floodplain Zoning Permits Required

A Floodplain Zoning Permit is required to insure compliance with all applicable local, state and federal floodplain regulations, and a Permit must be issued before any construction or development is undertaken in a Floodplain Overlay District within the City of Reading.

§27-1809. Duties and Responsibilities of the Floodplain Administrator

- A. The Floodplain Administrator shall issue a Floodplain Zoning Permit (“Permit”) only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.
- B. Prior to the issuance of the Permit, the Floodplain Administrator, with assistance from the City Planning Commission and City Engineer as required by other Sections of this ordinance, shall review the application for the Permit to determine if all other necessary government permits required by the City, state and federal laws have been obtained, such as those required by the City of Reading Subdivision and Land Development Ordinance, the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.
- C. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.
- D. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the Floodplain Overlay District, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this Part.
- E. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall take appropriate action in accordance with this ordinance which can include revoking the Permit and reporting such fact to the City Solicitor’s Office for whatever action it considers necessary.
- F. The Floodplain Administrator shall maintain all records associated with the requirements of this Part including, but not limited to, permitting, inspection and enforcement.
- G. The Floodplain Administrator shall coordinate his/her duties with the City’s codes official and with the requirements of the PA Uniform Construction Codes as adopted in the City of Reading Codified Ordinance Chapter 5 Code Enforcement.

§27-1810. Floodplain Permit Application Procedures and Requirements

- A. Application for the Permit shall be made, in writing, to the Floodplain

Administrator on forms supplied by the City of Reading. Such application shall contain the following:

1. name and address of applicant;
 2. name and address of owner of land on which proposed construction is to occur;
 3. name and address of contractor;
 4. site location including address;
 5. listing of other permits required;
 6. brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate; and
 7. a plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.
- B. If any proposed construction or development is located entirely or partially within the Floodplain Overlay District, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:
1. all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
 2. all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage; and
 3. adequate drainage is provided so as to reduce exposure to flood hazards;
 4. structures will be anchored to prevent floatation, collapse, or lateral movement;
 5. building materials are flood-resistant;
 6. appropriate practices that minimize flood damage have been used; and
 7. electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.
- C. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above determination:

1. a completed Permit Application Form;
2. a plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:
 - a. north arrow, scale, and date;
 - b. topographic contour lines, if available;
 - c. the location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;
 - d. the location of all existing streets, drives, and other access ways;
 - e. the location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities; and
3. plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:
 - a. the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;
 - b. the elevation of the base flood;
 - c. supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC; and
4. the following data and documentation:
 - a. if available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood;
 - b. detailed information concerning any proposed floodproofing measures and corresponding elevations;
 - c. documentation, certified by a registered professional engineer or a registered architect, to show that the cumulative effect of any proposed development when combined with all other existing and anticipated development, will not increase the base flood elevation more than one (1) foot at any point;
 - d. a document, certified by a registered professional engineer or architect, which states that the proposed construction or

development has been adequately designed to withstand the pressures, velocities, impact and uplift forces associated with the base flood. Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development;

e. detailed information needed to determine compliance with §27-1824.F Storage, and §27-1825 Development Which May Endanger Human Life, including:

- i. the amount, location and purpose of any materials or substances referred to in §27-1824.F and §27-1825 which are intended to be used, produced, stored or otherwise maintained on site;
- ii. a description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances listed in §27-1825 during a base flood;

f. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development"; and

g. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

D. Applications for Permits shall be accompanied by a fee, payable to the City of Reading based upon the fee schedule established in Part 2 of this Part as amended.

§27-1811. Review of Permit Application by Others

A copy of all plans and Permit applications for any proposed construction or development in any Floodplain Overlay District to be considered for approval shall be submitted by the Floodplain Administrator to other appropriate City agencies and/or staff, including but not limited to the Zoning Hearing Board, the Planning Commission, the Community Development Director, Building & Trades and the City Engineer for review and recommendations.

§27-1812. Changes to the Permit

After the issuance of a Permit by the Floodplain Administrator, no changes of any kind shall be made to the application, the Permit or any of the plans, specifications or other documents submitted with the application without the prior written approval of the Floodplain Administrator. Requests for any such change shall be in writing, and shall be submitted by the applicant to the Floodplain Administrator for consideration.

§27-1813. Placards

In addition to the Permit, the Floodplain Administrator shall issue a placard which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and shall be signed by the Floodplain Administrator.

§27-1814. Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the Floodplain Permit and shall be completed within twelve (12) months after the date of issuance of the Permit, or the Permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, which sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request.

§27-1815. Enforcement

A. Notices

Whenever the Floodplain Administrator or other authorized municipal representative determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Part, or of any regulations adopted pursuant thereto, the Floodplain Administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

1. be in writing;
2. include a statement of the reasons for its issuance;
3. allow a reasonable time, not to exceed a period of thirty (30) days, for the performance of any action it requires;
4. be served upon the property owner or his agent as the case may require; provided, however, that such notice or order shall be deemed

to have been properly served upon such owner or agent when a copy thereof has been served with such notice by any other method authorized or required by Pennsylvania law;

5. contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this Part.

B. Penalties

Any person who fails to comply with any of the requirements or provisions of this Part or who fails or refuses to comply with any notice, order of direction of the Floodplain Administrator or any other authorized representative of the City shall be guilty of a misdemeanor and upon conviction shall pay a fine to the City of Reading, in accordance with the provisions of §27-206. In addition to the penalties all other actions are hereby reserved including an action in equity for the proper enforcement of this Part. The imposition of a fine or penalty for any violation of, or noncompliance with, this Part shall not excuse the violation or noncompliance or permit it to continue and all such persons shall be required to correct or remedy such violations and noncompliance within a reasonable time. Any development initiated or any structure or building constructed, reconstructed, enlarged, altered, or relocated, in noncompliance with this Part may be declared by City Council to be a public nuisance and abatable as such.

§27-1816. Appeals

- A. Any person aggrieved by any action or decision of the Floodplain Administrator concerning the administration of the provisions of this Part, may appeal to the Zoning Hearing Board in accordance with the Zoning Ordinance.
- B. Upon receipt of such appeal the Zoning Administrator shall set a time and place as established in the Zoning Ordinance for the purpose of considering the appeal.
- C. Any person aggrieved by any decision of the Zoning Hearing Board may seek relief therefrom by appeal to court, as provided by the laws of the Commonwealth, including the Pennsylvania Flood Plain Management Act.

§27-1817. Floodplain Overlay District Identification

- A. The identified floodplain areas shall be all areas within the City of Reading, classified as special flood hazard areas (SFHA) in the Flood Insurance Study (FIS) and indicated on the accompanying Flood Insurance Rate Maps (FIRMs) dated July 3, 2012 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study.
- B. The above referenced FIS and FIRMs, and any subsequent revisions and

amendments are hereby adopted by City of Reading and declared to be a part of this ordinance.

§27-1818. Description and Requirements of the Floodplain Overlay Subdistricts

The Floodplain Overlay District (or “Floodplain Zone”) and its subdistricts referred to in this Part shall be considered a mandatory zoning overlay district, and shall be subject to the requirements contained in this Part as well as the qualifications and restrictions of the underlying zoning districts and any other applicable overlay districts.

The Floodplain Overlay District shall consist of the following subdistricts:

- A. The **Floodway Subdistrict** shall be those areas identified as floodway areas on the FIRM as well as those floodway areas which have been identified in other available studies or sources of information for those special floodplain areas where no floodway has been identified in the FIS. The floodway represents the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation by more than one (1) foot at any point.
 1. Within any Floodway Subdistrict, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Such technical data should be submitted to the Floodplain Administrator and to FEMA. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.
 2. The following uses and activities are permitted provided that they are in compliance with the provisions of the underlying district and are not prohibited by any other applicable overlay district or ordinance, and provided the use does not require a structure, fill or storage of materials and equipment.
 - a. Accessory residential uses such as yard areas, gardens, play areas and parking areas.
 - b. Accessory industrial and commercial uses such as yard areas, parking and loading areas and airport landing strips.
 3. The following uses and activities may be permitted by Special Exception provided that they are in compliance with the provisions of the underlying district and provided they will not present a flood hazard, or an obstruction to flood flow or a movable hazard, and are not prohibited by any other

applicable overlay district or ordinance:

- a. utilities and public facilities and improvements such as railroads, streets, bridges, transmission lines, pipe lines, water and sewage plants, and other similar or related uses;
 - b. water related uses such as boat landings that do not present an encroachment;
 - c. extraction of sand, gravel and other materials;
 - d. temporary uses such as circuses, carnivals and similar events;
 - e. storage of certain materials in underground storage tanks provided they are not buoyant, flammable, explosive or contain any materials listed in §27-1825.
4. No new construction or development shall be allowed, unless a permit is obtained from the Department of Environmental Protection Regional Office. The proposed development activity may be permitted if the analyses demonstrate that the activity:
- a. Will not result in any increase in the base flood elevation; or
 - b. will result in an increase in the base flood elevation, provided a Conditional Letter of Map Revision has been issued by FEMA and the applicant completes all of the following:
 1. submits technical data required in §27-1810;
 2. evaluates alternatives which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
 3. certifies that no structures are located in areas which would be impacted by the increased base flood elevation;
 4. documents that individual legal notices have been delivered to all impacted property owners to explain the impact of the proposed action on their properties;
 5. requests and receives concurrence of the Floodplain Administrator for the City of Reading and the Floodplain Administrator for any other community impacted by the proposed actions; and
 6. notifies the Pennsylvania Department of Environmental Protection.

- B. The **Zone AE without Floodway Subdistrict** (previously referred to as the “Flood-Fringe District”) shall include those areas within Zone AE and outside of the floodway area as identified on the FIRM included in the FIS prepared by FEMA. The Zone AE without Floodway Subdistrict comprises those areas that lie between the Zone AE floodplain boundary and the floodway boundary as indicated on the FIRM.
1. In the Zone AE without Floodway Subdistrict no Permit shall be granted for any construction, development, use, or activity unless it is demonstrated that the cumulative effect of the proposed development would not, together with all other existing and anticipated development, increase the BFE more than one (1) foot at any point.
 2. Development and use may be permitted in accordance with the regulations of the underlying district and with other applicable overlay districts provided that the proposed use, activity and/or development complies with the restrictions included herein. Refer to the prohibited and special exception restrictions included in §27-1829 and §27-1830.
- C. The **Zone A Subdistrict** shall be those areas identified within the Zone A areas on the FIRM included in the FIS prepared by FEMA, and for which no Base Flood Elevations have been provided, if applicable. For these areas, elevation and floodway information shall be obtained from other Federal agencies, State, or other acceptable published sources when available. When other acceptable published information is not available, the Base Flood Elevation shall be determined by using the methods prescribed in the FEMA Guide for Approximate Zone A Manual, latest edition.
1. If the above determination is insufficient to adequately define the Base Flood Elevation, the City will require a determination utilizing detailed engineering methods. Under this requirement, the applicant shall determine the Base Flood Elevation utilizing hydrologic and hydraulic engineering techniques, and shall submit such technical data to the Floodplain Administrator and to FEMA. Hydrologic and hydraulic analyses shall be prepared by professional engineers, or in certain cases professional licensed surveyors, who shall certify that the technical methods used correctly reflect currently accepted engineering procedures. Studies, analyses, computations, etc., shall be submitted in sufficient detail and in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision to allow a thorough technical review by the municipality. Submittal requirements and processing fees shall be the responsibility of the applicant.
 2. The proposed development activity may be permitted if the analysis demonstrate that the cumulative effect of the proposed development activity, when combined with all other existing and potential flood hazard

area encroachments will not increase the base flood elevation more than 1.0 (one) foot at any point.

3. Development and use may be permitted in accordance with the regulations of the underlying district and with other applicable overlay districts provided that the proposed use, activity and/or development complies with the restrictions included herein. Refer to the prohibited and special exception restrictions included in §27-1829 and §27-1830.

D. The **Shallow Flooding Subdistrict** shall be those areas identified as Zones AO and AH on the FIRM and in the FIS, as well as those shallow flooding areas which have been identified in other studies or sources. These areas are subject to inundation by 1-percent-annual-chance shallow flooding where average depths are between one and three feet. In Zones AO and AH, drainage paths shall be established to guide floodwaters around and away from structures on slopes. Development and use may be permitted in accordance with the regulations of the underlying district and with other applicable overlay districts provided that the proposed use, activity and/or development complies with the restrictions included herein. Refer to the prohibited and special exception restrictions included in §27-1829 and §27-1830.

§27-1819. Changes in Identification of Floodplain Overlay District

The Floodplain Overlay District may be revised or modified by the City where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change, approval must be obtained from the FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, a community shall notify the FEMA of the changes by submitting technical or scientific data.

§27-1820. District Boundary Disputes

Should a dispute concerning any Floodplain Overlay District boundary arise, an initial determination shall be made by the City of Reading Planning Commission, and any party aggrieved by this decision or determination may appeal to the Zoning Hearing Board. The burden of proof shall be on the appellant.

§27-1821. Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the community shall review flood hazard data affecting the lands subject to boundary changes. The community shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in 44 CFR §60.3.

§27-1822. Technical Provisions – General

A. Alteration or Relocation of Watercourse

1. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified by the City, and until all required permits or approvals have been first obtained from the Department of Environmental Protection Regional Office.
2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.
3. In addition, FEMA and the Pennsylvania Department of Community and Economic Development Department shall be notified prior to any alteration or relocation of any watercourse.

B. Alteration or Changes to the Base Flood Elevation

Technical or scientific data shall be submitted by the applicant to FEMA for a Conditional Letter of Map Revision (CLOMR), or a Letter of Map Revision (LOMR), or other activity resulting in changes in the BFE. The situations when a LOMR or a CLOMR are required are:

1. for any development that will cause any rise in the base flood elevations within the Floodway Subdistrict; or
2. for any development occurring in the Zone A Subdistrict or Zone AE without Floodway Subdistrict, which will cause a rise of more than one foot in the base flood elevation; or
3. for alteration or relocation of a stream (including but not limited to installing culverts and bridges).

C. Alterations to the Floodway

1. Within the Zone A Subdistrict or the Shallow Flooding Subdistrict no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless a water obstruction permit is obtained from the Pennsylvania Department of Environmental Protection.
2. For development in the Floodway Subdistrict and the Zone AE without Floodway Subdistrict refer to §27-1818.

D. Any new construction, development, uses or activities allowed within any identified floodplain area or within the Floodplain Overlay District shall be undertaken in strict compliance with the provisions contained in this Part and all

other applicable codes, ordinances and regulations.

§27-1823. Elevation and Floodproofing Requirements

A. Residential Structures

1. Within the Zone AE without Floodway Subdistrict any new construction or substantial improvement shall have the lowest floor (including basement) elevated to least one and one half (1½) feet above the Base Flood Elevation (BFE).
2. Within the Zone A Subdistrict, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated to least one and one half (1½) feet above the BFE, determined in accordance with §27-1818.C of this Part.
3. Within Shallow Flooding Subdistrict (if applicable), any new construction or substantial improvement shall have the lowest floor (including basement) at or above the highest adjacent grade at least as high as the flood depth number specified on the FIRM.
4. The design and construction standards and specifications contained in Chapter 4 Buildings and Chapter 5 Codes shall be utilized.

B. Non-residential Structures

1. Within the Zone AE without Floodway Subdistrict any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated to least one and one half (1½) feet above the BFE.
2. In the Zone A Subdistrict , where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed to least one and one half (1½) feet above the BFE, determined in accordance with section §27-1818.C of this Part.
3. In Zone AO (if applicable), any new construction or substantial improvement shall have their lowest floor elevated or completely floodproofed above the highest adjacent grade to at least as high as the flood depth number specified on the FIRM.
4. Any non-residential structure, or part thereof, made watertight below the BFE shall be floodproofed in accordance with the WI or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent

standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards.

5. The design and construction standards and specifications contained in Chapter 4 Buildings and Chapter 5 Codes shall be utilized.

C. Space below the lowest floor

1. Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.
2. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:
 - a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space;
 - b. the bottom of all openings shall be no higher than one (1) foot above grade;
 - c. openings may be equipped with screens, louvers, etc. or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Historic Structures

See Definitions for requirements for the substantial improvement of any historic structures.

- E. Accessory structures shall meet the requirements of these regulations.

§27-1824. Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within the Floodplain Overlay District, except for development within the Floodway Subdistrict:

A. Fill

1. Disposal of fill, including but not limited to rubble, construction debris, woody debris, and trash, shall not be permitted in the Floodplain Overlay

District.

2. If engineered fill is used for building purposes, it shall meet all of the FEMA development criteria, including but not limited to:
 - a. extend laterally at least fifteen (15) feet beyond the building line from all points;
 - b. consist of soil or small rock materials only - Sanitary Landfills shall not be permitted;
 - c. be compacted and stabilized to provide the necessary permeability and resistance to erosion, scouring, and settling;
 - d. be no steeper than one (1) vertical to two (2) horizontal, feet unless substantiated data, justifying steeper slopes are submitted to, and approved by the Floodplain Administrator; and
 - e. be used to the extent to which it does not adversely affect adjacent properties.
3. Any proposed development, including fill, proposed within the Floodway Subdistrict shall comply with §27-1818.

B. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall insure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

C. Water and Sanitary Sewer Facilities and Systems

1. All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.
2. Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.
3. No part of any on-site sewage system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.
4. The design and construction provisions of the UCC and FEMA #348,

Protecting Building Utilities From Flood Damages and The International Private Sewage Disposal Code shall be utilized.

D. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

E. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

F. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and which are not listed in §27-1825 Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or flood proofed to the maximum extent possible.

G. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

H. Anchoring

1. All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.
2. All air ducts, large pipes, storage tanks, and other similar objects or components located below the regulatory flood elevation shall be securely anchored or affixed to prevent flotation.

I. Floors, Walls and Ceilings

1. Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.
2. Plywood used at or below the regulatory flood elevation shall be of a "marine" or "water-resistant" variety.
3. Walls and ceilings at or below the regulatory flood elevation shall be designed and constructed of materials that are "water-resistant" and will

withstand inundation.

4. Windows, doors, and other components at or below the regulatory flood elevation shall be made of metal or other "water-resistant" material.

J. Paints and Adhesives

1. Paints and other finishes used at or below the regulatory flood elevation shall be of "marine" or "water-resistant" quality.
2. Adhesives used at or below the regulatory flood elevation shall be of a "marine" or "water-resistant" variety.
3. All wooden components (doors, trim, cabinets, etc.) used at or below the regulatory flood elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

K. Electrical Components

1. Electrical distribution panels shall be at least three (3) feet above the base flood elevation.
2. Separate electrical circuits shall serve lower levels and shall be dropped from above.

L. Equipment

Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation.

M. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

N. Uniform Construction Code Coordination

The Standards and Specifications contained in 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections of this Part, to the extent that they are more restrictive and supplement the requirements of this Part.

International Building Code (IBC) 2009 or the latest edition thereof:
Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest edition thereof:

Secs. R104, R105, R109, R323, Appendix AE101, Appendix E and Appendix J.

§27-1825. Development Which May Endanger Human Life

A. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Pennsylvania Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:

1. will be used for the production or storage of any of the following dangerous materials or substances; or,
2. will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous materials or substances on the premises; or,
3. will involve the production, storage, or use of any amount of radioactive substances;

shall be prohibited within the Floodplain Overlay District. The following list of materials and substances are considered dangerous to human and/or aquatic life:

- Acetone
- Ammonia
- Benzene
- Calcium carbide
- Carbon disulfide
- Celluloid
- Chlorine
- Hydrochloric acid
- Hydrocyanic acid
- Magnesium
- Nitric acid and oxides of nitrogen
- Petroleum products (gasoline, fuel oil, etc.)
- Phosphorus
- Potassium
- Sodium
- Sulphur and sulphur products
- Pesticides (including insecticides, fungicides, and rodenticides)
- Radioactive substances, insofar as such substances are not otherwise regulated.

§27-1826. Special Requirements for Subdivisions

All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in the Floodplain Overlay District where base flood

elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

§27-1827. Special Requirements for Manufactured Homes

- A. Within the Floodplain Overlay District, manufactured homes shall be prohibited within the floodway or the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
- B. Where permitted within the Floodplain Overlay District, all manufactured homes, and any improvements thereto, shall be:
 - 1. placed on a permanent foundation;
 - 2. elevated so that the lowest floor of the manufactured home is at least one and one half (1 ½) feet above base flood elevation; and
 - 3. anchored to resist flotation, collapse, or lateral movement.
- C. Installation of manufactured homes shall be done in accordance with the manufacturers' installation instructions as provided by the manufacturer. Where the applicant cannot provide the above information, the requirements of Appendix E of the 2009 International Residential Building Code or the U.S. Department of Housing and Urban Development's Permanent Foundations for Manufactured Housing, 1984 Edition, draft or latest revision thereto shall apply and 34 PA Code Chapter 401-405.
- D. Consideration shall be given to the installation requirements of the 2009 IBC, and the 2009 IRC or the most recent revisions thereto and 34 PA Code, as amended where appropriate and/or applicable to units where the manufacturers' standards for anchoring cannot be provided or were not established for the units(s) proposed installation.

§27-1828. Special Requirements for Recreational Vehicles

Recreational vehicles within the Floodplain Overlay District must either:

- a. be on the site for fewer than 180 consecutive days,
- b. be fully licensed and ready for highway use, or
- c. meet the permit requirements for manufactured homes in §27-1827.

§27-1829. Prohibited Uses

In accordance with the administrative regulations promulgated by the Pennsylvania Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following uses shall be prohibited within the Floodplain Overlay District:

- A. the construction, enlargement or expansion of any of the following uses; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:
 - 1. hospitals,
 - 2. nursing homes,
 - 3. jails or prisons;
- B. the commencement of, or any construction of, a new manufactured home park or manufactured home subdivision, or substantial improvement to an existing manufactured home park or manufactured home subdivision.

§27-1830. Special Exception Uses and Special Exception Application

Requirements

The development or placement of a new dwelling within the Floodplain Overlay District shall only be permitted by a special exception. Refer to §27-1818 for other types of developments requiring a special exception. The applicant for a special exception shall bear the burden of proof that the proposed development meets the requirements set forth in this Part. Dwellings are not permitted within the Floodway Subdistrict, refer to §27-1818.

Applicants for special exceptions within the Floodplain Overlay District shall comply with the application requirements set forth in this Part pertaining to special exceptions. In addition, the application shall include five copies of the following items:

- A. a written request including a completed Floodplain Permit Application Form;
- B. a small scale map showing the vicinity in which the proposed site is located;
- C. a plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:
 - 1. north arrow, scale and date;
 - 2. topography based upon the North American Vertical Datum (NAVD) of 1988, showing existing and proposed contours at intervals of not more than two (2) feet;
 - 3. all property and lot lines including dimensions, and the size of the site

expressed in acres or square feet;

4. the location of all existing streets, drives, other access ways, and parking areas, with information concerning widths, pavement types and construction, and elevations;
5. the location of any existing bodies of water or watercourses, buildings, structures and other public or private facilities, including railroad tracks and facilities, and any other natural and man-made features affecting, or affected by, the proposed activity or development;
6. the location of the floodplain boundary line, information and spot elevations concerning the base flood elevation, and information concerning the flow of water including direction and velocities;
7. the location of all proposed buildings, structures, utilities, and any other improvements; and
8. any other information which the municipality considers necessary for adequate review of the application.

D. plans of all proposed buildings, structures and other improvements, clearly and legibly drawn at suitable scale showing the following:

1. sufficiently detailed architectural or engineering drawings, including floor plans, sections, and exterior building elevations, as appropriate;
2. for any proposed building, the elevation of the lowest floor (including basement) and, as required, the elevation of any other floor;
3. complete information concerning flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the base flood;
4. detailed information concerning any proposed floodproofing measures;
5. cross section drawings for all proposed streets, drives, other accessways, and parking areas, showing all rights-of-way and pavement widths;
6. profile drawings for all proposed streets, drives, and vehicular accessways including existing and proposed grades; and
7. plans and profiles of all proposed sanitary and storm sewer systems, water supply systems, and any other utilities and facilities;

E. the following data and documentation:

1. certification from the applicant that the site upon which the activity or development is proposed is an existing separate and single parcel, owned

by the applicant or the client he represents;

2. certification from a registered professional engineer, architect, or landscape architect that the proposed construction has been adequately designed to protect against damage from the base flood;
3. a statement, certified by a registered professional engineer, architect, landscape architect, or other qualified person which contains a complete and accurate description of the nature and extent of pollution that might possibly occur from the development during the course of a base flood, including a statement concerning the effects such pollution may have on human life;
4. a statement certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the effects the proposed development will have on base flood elevation and flows;
5. a statement, certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the kinds and amounts of any loose buoyant materials or debris that may possibly exist or be located on the site below the base flood elevation and the effects such materials and debris may have on base flood elevation and flows;
6. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development";
7. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection to implement and maintain erosion and sedimentation control;
8. any other applicable permits such as, but not limited to, a permit for any activity regulated by the Department of Environmental Protection under Section 302 of Act 1978-166; and
9. an evacuation plan which fully explains the manner in which the site will be safely evacuated before or during the course of a base flood.

§27-1831. Special Exception Application Review Procedures

Upon receipt of an application for a special exception the following procedures shall apply in addition to those of §27-1810. Within three (3) working days following receipt of the application, a complete copy of the application and all accompanying documentation shall be forwarded to the County Planning Commission by registered or certified mail for its review and recommendations. Copies of the application shall also be forwarded to the Planning commission and City Engineer for review and comment.

- A. If an application is received that is incomplete, the City shall notify the applicant in writing, stating in what respect the application is deficient.
- B. If the City decides to disapprove an application, it shall notify the applicant, in writing, of the reasons for the disapproval.

§27-1832. Special Exception Technical Requirements

- A. In addition to the requirements of §27-1830 the following minimum requirements shall also apply to any proposed development requiring a special exception. If there is a conflict between any of the following requirements and any other section within this Part, or in any other code, ordinance, or regulation, the more restrictive provision shall apply.
- B. No application for a special exception shall be approved unless it can be determined that the structure or activity will be located, constructed and maintained in a manner which will:
 - 1. fully protect the health and safety of the general public and any occupants of the structure. At a minimum, all new structures shall be designed, located, and constructed so that:
 - a. the structure will survive inundation by waters of the base flood without any lateral movement or damage to either the structure itself, or to any of its equipment or contents below the BFE;
 - b. the lowest floor (including basement) will be elevated to at least one and one half (1 ½) feet above base flood elevation;
 - c. the occupants of the structure can remain inside for an indefinite period of time and be safely evacuated at any time during the base flood; and
 - 2. prevent any significant possibility of pollution, increased flood levels or flows, or debris endangering life and property.

All hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the City and the Pennsylvania Department of Community and Economic Development.

§27-1833. Existing Structures in Identified Floodplain Areas

The provisions of this Part do not require any changes or improvements to be made to lawfully existing structures within the Floodplain Overlay District. However, when an improvement is made to any existing structure, the provisions of §27-1834 shall apply.

§27-1834. Improvements to Existing Structures

The following provisions shall apply whenever any improvement is made to an existing structure located within the Floodplain Overlay District:

- A. No expansion or enlargement of an existing structure shall be allowed within the Floodway Subdistrict that would cause any increase in BFE.
- B. No expansion or enlargement of an existing structure shall be allowed within the Zone AE without Floodway Subdistrict or the Zone A Subdistrict that would, together with all other existing and anticipated development, increase the BFE more than one (1) foot at any point.
- C. Any modification, alteration, reconstruction, or improvement, of any kind to an existing structure, to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with §27-1823 and all other applicable provisions of this Part.
- D. The above activity shall also address the requirements of the 34 PA Code, as amended and the 2009 IBC and the 2009 IRC.

§27-1835. Variances - General

If compliance with any of the requirements of this Part would result in an exceptional hardship to a prospective builder, developer or landowner, the Zoning Hearing Board may, upon request, grant relief from the strict application of the requirements.

§27-1836. Variance Procedures and Conditions

Requests for variances shall be considered by the City in accordance with the procedures contained in §27-1816 and the following:

- A. No variance shall be granted for any construction, development, use, or activity within any Floodway Subdistrict that would cause any increase in the BFE.
- B. No variance shall be granted for any construction, development, use, or activity within the Zone AE without Floodway Subdistrict that would, together with all other existing and anticipated development, increase the BFE more than one (1) foot at any point.
- C. Except for a possible modification of the regulatory BFE requirement involved, no variance shall be granted for any of the other requirements pertaining specifically to a development regulated by Prohibited Uses (§27-1829) or to Development Which May Endanger Human Life (§27-1825).
- D. If granted, a variance shall involve only the least modification necessary to provide relief.

- E. In granting any variance, the City shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Part.
- F. Whenever a variance is granted, the City shall notify the applicant in writing that:
1. the granting of the variance may result in increased premium rates for flood insurance;
 2. such variances may increase the risks to life and property.
- G. In reviewing any request for a variance, the City shall consider, at a minimum, the following:
1. that there is good and sufficient cause;
 2. that failure to grant the variance would result in exceptional hardship to the applicant;
 3. that the granting of the variance will:
 - a. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,
 - b. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.
- H. A complete record of all variance requests and related actions shall be maintained by the City. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

§27-1837. Definitions - General

Unless specifically defined below, words and phrases used in this Part shall be interpreted so as to give this Part its' most reasonable application. Refer also to Part 22 General Definitions. If duplication of terms or conflict occurs, then the definitions listed below will take precedence.

§27-1838. Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a

nature customarily incidental and subordinate to, the principal use or structure.

2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).
3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).
4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.
5. Basement - any area of the building having its floor below ground level on all sides.
6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.
7. City – City of Reading, Pennsylvania.
8. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.
9. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
10. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
11. Flood - a temporary inundation of normally dry land areas.
12. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood

hazards and the risk premium zones applicable to the community.

13. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
14. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.
15. Floodproofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
16. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
17. Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
18. Historic structures – any structure that is:
 - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

19. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this Part.
20. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.
21. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
22. Minor repair - the replacement of existing work with equivalent materials for the purpose of its routine maintenance and upkeep, but not including the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exitway requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, oil, waste, vent, or similar piping, electric wiring or mechanical or other work affecting public health or general safety.
23. New construction - structures for which the start of construction commenced on or after July 3, 2012 and includes any subsequent improvements to such structures. Any construction started after September 29, 1978 and before July 3, 2012 is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.
24. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
25. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties.
26. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map (FIRM) dated 09/29/1978, whichever is later,

and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.

27. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map (FIRM) dated 09/29/1978, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.

28. Recreational vehicle - a vehicle which is:

- e. built on a single chassis;
- f. not more than 400 square feet, measured at the largest horizontal projections;
- g. designed to be self-propelled or permanently towable by a light-duty truck,
- h. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

29. Regulatory flood elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1 ½) feet.

30. Repetitive loss – flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

31. Special Exception for Floodplain Uses - a special approval which is required for certain developments when such developments are located in all, or a designated portion of the Floodplain Overlay District.

32. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

33. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the

placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

34. Structure – a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
35. Subdivision - the division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.
36. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.
37. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this Part, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

38. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.
39. Violation - means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

§27-1839. Adoption

Part 18 shall be effective on July 3, 2012 and shall remain in force until modified, amended or rescinded by City of Reading, Berks County, Pennsylvania.

ENACTED AND ADOPTED by the Council this _____ day of _____,
_____.

ATTEST:

COUNCIL OF THE CITY OF READING

City of Reading Secretary

By: _____
Council President

APPROVED, this _____ day of _____, _____, by the Mayor, City of Reading

ATTEST:

Clerk, City of Reading

Mayor

THE FOLLOWING ADDITIONAL CHANGES TO THE ZONING ORDINANCE

ARE INCLUDED IN THIS AMENDMENT:

Zoning Ordinance Section 22-2202: Eliminate the term “FLOODPLAIN”

Zoning Ordinance Section 22-2204: Remove the title “Flood Zone Definitions” and replace with “Reserved”. Remove all of the text from this section.

CITY OF READING

TO: Council of the City of Reading

FROM: Charles Jones, Director of the Public Works Department

RE: Request for Ordinance to Acquire Access Rights for the Improvements to the 42-Inch Sanitary Sewer Force Main

DATE: June 1, 2012

As part of the City of Reading Public Works Departments' ("Public Works Department") overall strategy associated with capital improvements to the sanitary sewer system necessary to achieve compliance with the City of Reading's ("City") obligations pursuant to the Consent Decree with the United States Department of Justice and Pennsylvania Department of Environmental Protection, the Public Works Department is planning on constructing a new 42-inch force main paralleling the existing force main from the 6th and Canal Street Pump Station to the Fritz Island Wastewater Treatment Plant (the "Force Main Project").

The City requires permission from several real property owners to secure the right to occupy various non-City properties for the construction, maintenance and operation of the sanitary sewer system.

The Public Works Department has negotiated the two attached agreements with Habasit America, Inc. ("Habasit"), in order to acquire necessary access for the Force Main Project. The "Right of Way and Easement Agreement" is a permanent grant of access for the City to operate, maintain and repair (as necessary) the sanitary sewer system on the property owned by Habasit. The "Access Agreement" is a temporary grant of access to provide the City with additional area on the Habasit property during the construction phase for the City's contractor to stage and move equipment while constructing the new force main. Habasit has requested no monetary compensation in exchange for these two agreements.

The Public Works Department deems that these agreements are based on commercially reasonable terms and are sufficient to provide the City with the necessary access rights to complete the Force Main Project on the property owned by Habasit.

The Public Works Department respectfully requests that the Council for the City of Reading authorize the City enter into the attached agreements by ordinance so that the

City can move forward with the Force Main Project in accordance with the City's obligations under the Consent Decree.

BILL NO. _____-2012

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF RIGHT OF WAY AND EASEMENT AND AN ACCESS AGREEMENT BETWEEN THE CITY OF READING AND HABASIT AMERICA, INC., THEREBY CONVEYING UNTO THE CITY OF READING A NONEXCLUSIVE, TEMPORARY CONSTRUCTION EASEMENT AND NONEXCLUSIVE, PERPETUAL ACCESS EASEMENT UPON THAT PORTION OF PREMISES WITHIN PARCEL IDENTIFICATION NUMBER 530620916265, SITUATE AT 825 MORGANTOWN ROAD IN THE CITY OF READING, PENNSYLVANIA.

WHEREAS, Habasit America, Inc., as successor in interest to KVP Holdings, Inc., is the legal owner of real property situate at 825 Morgantown Road, Reading, Berks County, Pennsylvania (Parcel Identification number 530620916265) and more particularly described in Deed Book 4093 page 2198 (the "Property"); and

WHEREAS, in order to perform construction, maintenance and repairs to the 42-inch sanitary sewer force mains located between the Sixth and Canal Pump Station and Fritz Island Wastewater Treatment Plant, the City of Reading requires access to the Property for temporarily storing and staging construction equipment and materials and permanently accessing, operating, maintaining and repairing portions of the 42-inch sanitary sewer force mains; and

WHEREAS, Habasit America, Inc., is willing to grant the City of Reading such access free of charge pursuant to the terms of the Grant of Right of Way and Easement attached hereto as Exhibit "1" and Access Agreement attached hereto as Exhibit "2".

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute a Grant of Right of Way and Easement (attached hereto and incorporated herein as Exhibit "1") to accept from Habasit America, Inc., a non-exclusive, perpetual access easement upon such portions of the Property identified on the plans of Barry Islett & Associates, Inc., dated March 7, 2012 and attached to the Grant of Right of Way and Easement.

SECTION 2. The Mayor is authorized to execute an Access Agreement (attached hereto and incorporated herein as Exhibit “2”) to accept from Habasit America, Inc., non-exclusive, temporary construction license upon such portions of the Property identified on the plan of Barry Islett & Associates, Inc., dated December 22, 2011 and attached to the Access Agreement.

SECTION 3. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2012

President of Council

Attest:

City Clerk

(LAW DEPT)

Submitted to Mayor: _____

Date: _____

Received by Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Exhibit “1”:
Grant of Right of Way and Easement

Prepared By:

Derald J. Hay, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Record and Return to:
Derald J. Hay Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Grantor's Property Address: 825 Morgantown Road, Reading, Pennsylvania
Property ID No: 530620916265 (Grantor)

GRANT OF RIGHT OF WAY AND EASEMENT

THIS GRANT OF RIGHT OF WAY AND EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2012, by and between Habasit America, Inc., a Delaware corporation, as successor in interest to KVP Holdings, Inc., with a mailing address of 825 Morgantown Road, Reading, Pennsylvania (hereinafter called "Grantor"), and THE CITY OF READING, Berks County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter called "Grantee").

WITNESSETH:

A. WHEREAS, Grantor is the owner of a certain tract of land situate in the City of Reading, Berks County, Pennsylvania, 825 Morgantown Road, Reading, Pennsylvania, and further being identified as Berks County Property No. 530620916265 ("Grantor's Property") and as further described in Berks County Record of Deeds Book 4093 Page 2198; and

B. WHEREAS, Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee's pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz

Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the "Project"); and

C. WHEREAS, as a part of the Project, it will be necessary for the Grantee to enter upon Grantor's Property for one or more of the following purposes, to wit: (a) obtaining ingress, egress and regress for persons, vehicles, equipment, and machinery to and from Grantee's sewer facilities (the "Access Easement") and (b) temporarily utilizing a portion of the Grantor's Property in the course of constructing a part of the Project as well as for temporarily utilizing such portion of Grantor's Property for construction, maintenance, repair, removal or replacement of Grantee's sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time (the "Construction Easement" and collectively with the Access Easement, the "Easements"), with all such purposes/uses of Grantor's Property being hereinafter specifically set forth; and

D. WHEREAS, in order to proceed with the Project, Grantee has requested authorization from Grantor, which authorization Grantor herein gives to Grantee, for Grantee, its agents, contractors, legal representatives, successors and assigns, to enter upon Grantor's Property for the uses and purposes hereinafter set forth; and

F. WHEREAS, Grantor is desirous of conveying and granting unto Grantee the Easements for the Project in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE, for and in consideration of these premises and the sum of One Dollar (\$1.00) paid by Grantee to Grantor in connection with the execution of this Agreement as provided below, and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The recitals as hereinbefore set forth are incorporated herein by reference as though, again, being set forth in full and complete detail.

2. **Grant of Access.**

a. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, a nonexclusive Construction Easement on and over Grantor's Property in such areas specifically designated as such in Exhibit "A" attached hereto and incorporated herein, for purposes of performing any and all necessary activities for the construction and completion the Project, including, without limitation, the use of Grantor's property for staging of equipment, vehicles, machinery and soils as well as temporarily utilizing such portion of Grantor's Property for construction, maintenance, repair, removal or replacement of Grantee's sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time.

b. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors,

successors in interest and assigns, a non-exclusive Access Easement as a free, uninterrupted right-of-way over and across the Property in such areas specifically designated as such in Exhibit "B" attached hereto and incorporated herein, for the purpose of ingress, egress and regress of persons, vehicles, and equipment upon, over and across that Grantor's Property, all in connection with the construction, operation, and maintenance of Grantee's sewage facilities as may be necessary from time to time. With the prior written permission of the Grantor (which shall not be unreasonably withheld or delayed), Grantee may upgrade the surface of the Access Easement as may be reasonably necessary for Grantee's access.

c. The Easements are intended for the use of Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, and shall in no way be used at any time in such a manner so as to increase the burden of the servitude upon Grantor's Property.

3. **Entry Notice.** The Grantee shall provide Grantor with written notice (which may include, without limitation, electronic mail, facsimile or hand delivery) at least forty-eight (48) hours prior to entering Grantor's Property (the "Entry Notice"). The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee's ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee's request within twenty-four (24) hours. Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

4. **Restoration.** Upon full completion of the Project, Grantee shall promptly restore the surfaces of the Easements (except the upgrades to the Access Easement permitted by Grantor) to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Easements with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof.

5. **Fencing.** During the Project, Grantee shall install temporary or semi-permanent construction fence around the northern boundary of the Construction Easement. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall install a chain link fence (reasonably similar size and quality to the existing fence on the adjoining property owned by Grantee) along the southern boundary of Grantor's Property..

6. **Duration of Access Easement.** The Easements hereby created shall be appurtenant to and shall run with the land and is for the benefit of Grantor, Grantee, and their respective agents, employees, representatives, licensees, visitors, contractors, successors in interest and assigns. The agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of Grantor's Property. Notwithstanding the foregoing, Grantee shall have the sole and exclusive right to terminate this Agreement at any time by written notice to Grantor. Upon termination of all of the Access Easement hereunder, Grantee shall at its sole cost and expense, prepare and record an instrument which terminates this Agreement of record.

7. **Laws.** The Grantee, at its own cost and expense, agrees to comply with all laws, ordinances, rules, regulations, decisions, or order of any federal, state, county, municipal, or other governmental authority or courts regulating Grantee's use of the Easements.

8. **Title and Quiet Possession.** The Grantor does hereby warrant and represent to Grantee that Grantor has good and marketable title to Grantor's Property which is subject to the Easements herein granted, and that upon full execution, this Agreement will be a valid, legally binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

9. **Notices.** The parties hereto agree that all notices required to be given (except the Entry Notice) shall be given by hand delivery, electronic mail or facsimile (all with a confirmation of receipt) with a copy sent by a nationally recognized overnight courier addressed to the parties at the addresses set forth below. Such notices shall be deemed received on the date stated on the confirmation of receipt. Either party may change its aforesaid address by written notice to the other.

As to Grantor: Christopher Nigon, President
Habasit America, Inc.
825 Morgantown Road
Reading, PA 19607

As to Grantee: Wastewater Treatment Plant Manager
City of Reading Department of Public Works
899 Morgantown Road
Reading, PA 19607

With a copy to: City of Reading, Solicitor
815 Washington Street
Reading, PA 19601

10. **Broker.** Each party represents and warrants that no brokerage commission or similar compensation is due to any party as a result of this Agreement. Grantor and Grantee each agree to indemnify and hold each other harmless from any and all claims for any commission or compensation to any real estate broker arising out of or in connection with this Agreement.

11. **Performance.** Either party to this Agreement shall have the right to waive any covenant, condition or requirement which, under the terms of this Agreement, is to be performed by the other party, but no covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been waived by any party unless such waiver be in writing and signed by the party electing to make such waiver. Consent of either party to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve the party for whose benefit such waiver has been given from the obligation, wherever required hereunder, to obtain the further consent to any other act or matter.

12. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee named herein, and shall be further binding to the heirs, personal representatives, successors in interest and assigns of the Grantor and Grantee.

13. **Indemnity.** Grantee hereby agrees to indemnify, defend (with counsel selected by Grantee) and hold Grantor, its heirs, personal representatives, successors and assigns, harmless from and against any and all actions, causes of action, damages, liabilities, claims, demands, and fines, including reasonable attorneys' fees and costs, caused by or arising out of Grantee's use and operation of the Easements (and the entry upon Grantor's Property by Grantee, its agents and employees in connection therewith), including (without limitation) personal injuries (including death) and property damage. This paragraph shall survive expiration/termination of this Agreement.

14. **Insurance.** Grantee will maintain the following insurance policies during the term of this Agreement:

(a) Workers' Compensation Insurance with statutory limits in accordance with all applicable laws.

(b) Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000 per occurrence and aggregate (per project).

(c) Automobile Insurance with a limit not less than \$1,000,000 combined single limit.

(d) An umbrella policy of not less than Four Million Dollars (\$4,000,000.00) aggregate.

Within five (5) calendar days of the Effective Date, the Grantee shall furnish to the Grantor a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the Grantor as additional insured under the Comprehensive General Liability, Automobile, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Grantor.

15. **Recording.** This Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania.

16. **Modification.** No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

17. **Costs.** Grantee shall be responsible for all costs and expenses incurred in connection with the preparation and recording of this Agreement, including recording costs. Each party shall be responsible for its own legal costs.

18. **Default.** In the event of a material default (the "Default") the aggrieved party will provide notice as set forth in this Agreement to the party of the other part detailing the Default. The alleged defaulting party shall respond to such notice of Default as soon as reasonably possible, but not more than five (5) business days from its receipt of such notice. The defaulting party shall commence to cure such default as soon as reasonably practicable, but not more than five (5) business days from its receipt of notice, and diligently prosecuted thereafter until completion. In the event that the alleged defaulting party does not respond to the notice of

default or cure the Default within the times set forth herein, the non-defaulting party may only seek injunctive relief in the Court of Common Pleas in the County of Berks to require the defaulting party to cure such default. The prevailing party in such action shall be entitled to recover its reasonable attorneys' fees incurred to prosecute or defend such action.

19. **Miscellaneous.**

a. This Agreement may be signed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

b. The captions preceding the text of each paragraph are included for the convenience of reference.

c. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

d. To the extent any party hereto consists of more than one person, such person shall be jointly and severally liable.

e. Grantor will obtain the consent of its mortgage lender(s) to this Agreement, as evidenced by the Consent and Agreement of Mortgage attached hereto.

f. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee's rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

g. If any portion of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the legality, validity or enforceability of the remainder of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:
HABASIT AMERICA, INC.

By: _____
Name: Christopher S. Nigon
Title: Vice President, Strategic
Operations

GRANTEE:
CITY OF READING

By: _____
Name: Vaughn D. Spencer
Title: Mayor

GRANTOR ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
COUNTY OF :
 :

On this, the _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared Christopher S. Nigon, who acknowledged himself/herself to be the Vice President, Strategic Operations, of Habasit America, Inc., a Delaware corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name thereon as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
COUNTY OF BERKS:

On this, the _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared Vaughn D. Spencer, who acknowledged himself/herself to be the Mayor of the City of Reading, a Pennsylvania political subdivision, and that as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his/her name thereon as such Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:


Exhibit “A”

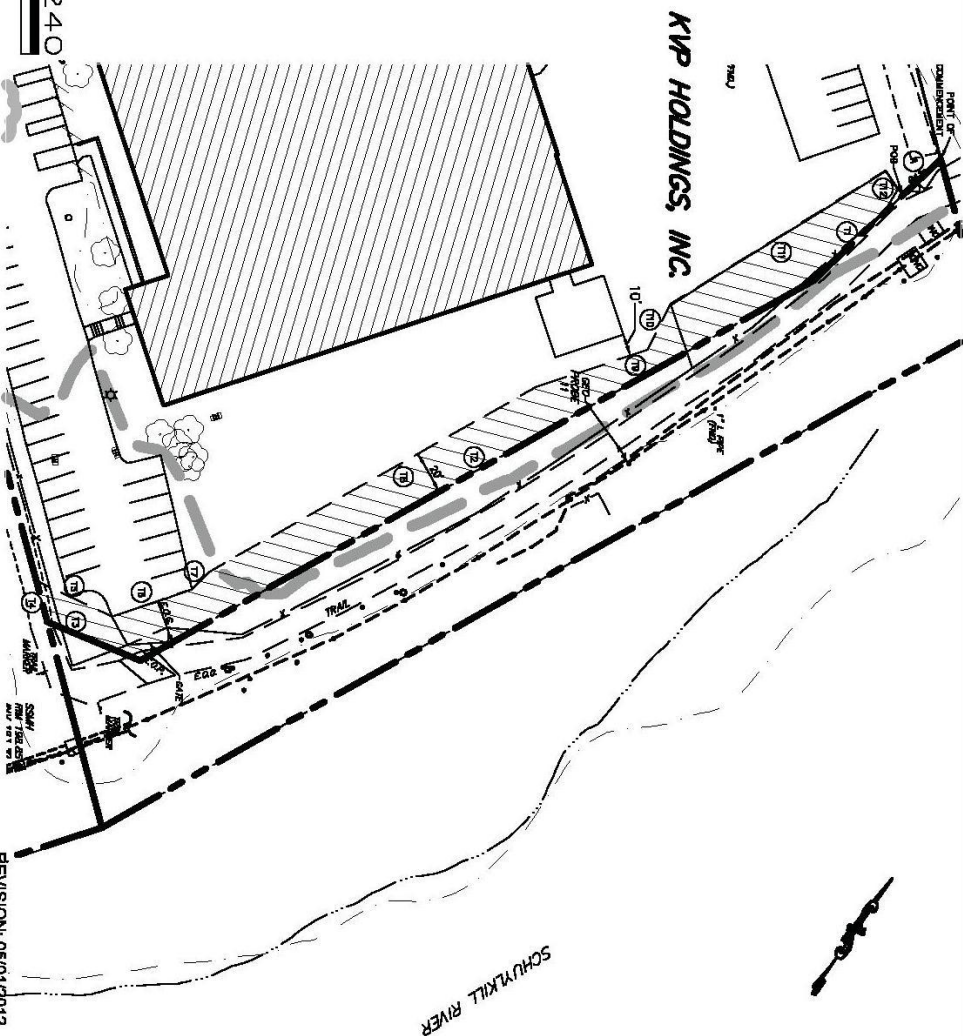
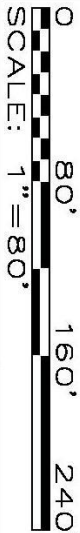
A	S11°32'06"W 24.20'
T1	S11°32'06"W 56.81'
T2	S25°31'18"W 354.99'
T3	S77°48'43"W 46.39'
T4	N49°53'46"W 19.50'
T5	N80°24'19"E 38.50'
T6	N36°05'47"W 39.02'
T7	N09°28'39"E 11.15'
T8	N25°31'18"E 172.50'
T9	N36°30'42"E 54.08'
T10	N08°32'40"W 23.50'
T11	N23°12'09"E 116.23'
T12	S69°22'43"E 13.88'

AREA = 8,701 SQ. FT.

GRANTOR: HABASIT AMERICA, INC., AS
SUCCESSOR IN INTEREST TO
KVP HOLDINGS, INC.

PIN: 530620916265

 CONSTRUCTION EASEMENT



BARRY ISETT & ASSOCIATES, INC.
Multidiscipline Engineers & Consultants
Baltimore, MD 21202-1212
Baltimore, MD 21202-1212
Baltimore, MD 21202-1212
www.barryisett.com

EXHIBIT A
CONSTRUCTION EASEMENT
CITY OF READING
BERKS COUNTY, PA

REVISION: 05/07/2012
JOB NUMBER: 1037808.001
DATE: 03/07/2012
SCALE: 1"=80'
DRAWN BY: MGG
SHEET: EX-A

Exhibit “B”

ACCESS: KASABADI	
22	181.723017E 22.729
23	184.647017E 20.517
24	A = 1.790171E R = 1.41847E I = 1.41847E Q = 1.41847E O = 1.41847E
25	184.647017E 20.517
26	184.647017E 20.517
27	184.647017E 20.517
28	184.647017E 20.517
29	184.647017E 20.517
30	184.647017E 20.517
31	184.647017E 20.517
32	184.647017E 20.517
33	184.647017E 20.517
34	184.647017E 20.517
35	184.647017E 20.517
36	184.647017E 20.517
37	184.647017E 20.517
38	184.647017E 20.517
39	184.647017E 20.517
40	184.647017E 20.517
41	184.647017E 20.517
42	184.647017E 20.517
43	184.647017E 20.517
44	184.647017E 20.517
45	184.647017E 20.517
46	184.647017E 20.517
47	184.647017E 20.517
48	184.647017E 20.517
49	184.647017E 20.517
50	184.647017E 20.517
51	184.647017E 20.517
52	184.647017E 20.517
53	184.647017E 20.517
54	184.647017E 20.517
55	184.647017E 20.517
56	184.647017E 20.517
57	184.647017E 20.517
58	184.647017E 20.517
59	184.647017E 20.517
60	184.647017E 20.517
61	184.647017E 20.517
62	184.647017E 20.517
63	184.647017E 20.517
64	184.647017E 20.517
65	184.647017E 20.517
66	184.647017E 20.517
67	184.647017E 20.517
68	184.647017E 20.517
69	184.647017E 20.517
70	184.647017E 20.517
71	184.647017E 20.517
72	184.647017E 20.517
73	184.647017E 20.517
74	184.647017E 20.517
75	184.647017E 20.517
76	184.647017E 20.517
77	184.647017E 20.517
78	184.647017E 20.517
79	184.647017E 20.517
80	184.647017E 20.517
81	184.647017E 20.517
82	184.647017E 20.517
83	184.647017E 20.517
84	184.647017E 20.517
85	184.647017E 20.517
86	184.647017E 20.517
87	184.647017E 20.517
88	184.647017E 20.517
89	184.647017E 20.517
90	184.647017E 20.517
91	184.647017E 20.517
92	184.647017E 20.517
93	184.647017E 20.517
94	184.647017E 20.517
95	184.647017E 20.517
96	184.647017E 20.517
97	184.647017E 20.517
98	184.647017E 20.517
99	184.647017E 20.517
100	184.647017E 20.517

GRANTOR: HABASIT AMERICA, INC., AS SUCCESSOR IN INTEREST TO KVP HOLDINGS, INC.

PIN: 530620916265

ACCESS EASEMENT



EXHIBIT B
ACCESS EASEMENT
READING WASTE WATER TREATMENT PLANT FORCE MAIN
CITY OF READING
BERKS COUNTY, PA

JOB NUMBER:	1037808.007
DATE:	03/07/12
SCALE:	1"=100'
DRAWN BY:	MGG
SHEET:	EX-B

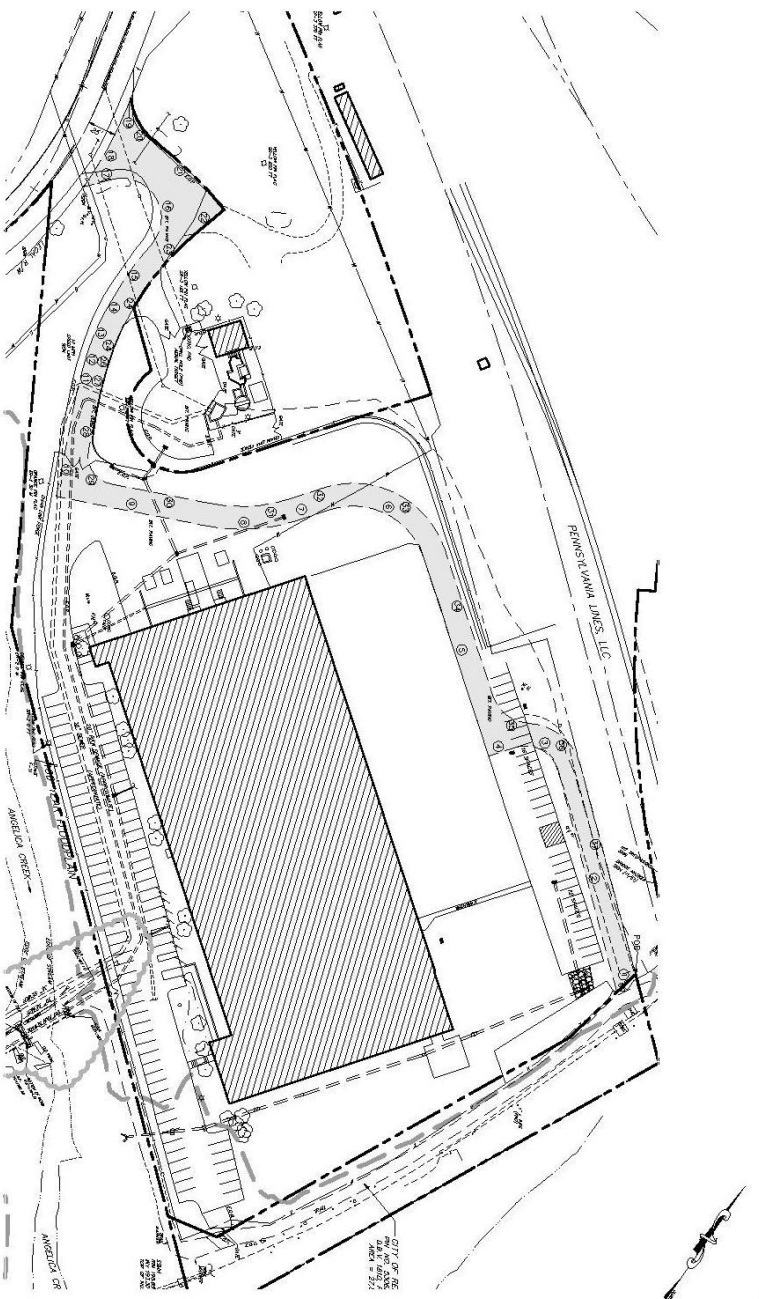


Exhibit “2”:
Access Agreement

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2012, by and between HABASIT AMERICA, INC., a Delaware corporation, having a primary business office at 825 Morgantown Road, Reading, Pennsylvania 19607 (the "Grantor")

AND

the CITY OF READING, a Pennsylvania municipal corporation, organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, having a business address of 815 Washington Street, Reading, Pennsylvania 19601 (the "Grantee").

BACKGROUND

A. Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee's pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the "Project").

B. In connection with the Project, the Grantee desires to access the land owned by the Grantor, commonly known as 825 Morgantown Road, Reading, Pennsylvania, as recorded in a deed in the office in and for the Recorder of Deeds of Berks County at Deed Book Volume 4093, Page 2198 (the "Premises") from time to time for the purposes of conducting pre-construction and construction activities related to the development of the Project.

C. The Grantor desires to permit the Grantee to access the Premises to conduct its pre-construction and construction activities in connection with the Project pursuant to certain terms and conditions contained herein.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants set forth herein and other good and other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, covenant and agree as follows:

Background Section. All statements made in the Background section above are true and correct and are incorporated in this Agreement as if set forth at length herein.

Grant of Access License. The Grantor does hereby grant to the Grantee, its successors, agents, contractors and assigns, access in, to, on and upon the portion of the parking area on the Premises identified in Exhibit "A", attached hereto and incorporated herein, (the "Access License Area") for the purpose of conducting pre-construction and

construction activities related to the Project, which shall be irrevocable during the term of this Agreement.

Term of Access License. This Agreement shall remain in full force and effect for the entire duration of the Project. This Agreement shall expire upon Grantee's completion of the Project.

Restoration. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall promptly restore the surfaces of the Premises used by Grantee to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Access License Area with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof. The terms and conditions of this paragraph 4 shall survive the termination of this Agreement.

Notice. The Grantee may utilize the Access License Area upon providing Forty-Eight (48) hours notice to the Grantor of its intention to initially utilize the Access License Area. The Grantee shall notify the Grantor via email of its intent to access the Premises at the following email addresses:

Christopher S. Nigon, President - Christopher.Nigon@us.habasit.com; or

Jeffrey DeLair, Engineering Manager - Jeff.DeLair@us.habasit.com; or

James Kempf, Application Engineer - Jim.Kempf@us.habasit.com.

The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee's ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee's request within 24 hours Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

Effective Date. The parties intend that the rights confirmed and granted in this Agreement shall become effective immediately upon the execution of this Agreement.

Indemnification. The Grantee shall and hereby does release, indemnify, defend, protect and save harmless Grantor from and against any and all claims, demands, liabilities, damages, costs and expenses, including without limitation, court costs and attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the personal property of any person, firm, corporation or entity, including Grantor and Grantee, their agents, employees, contractors and assigns, arising out of or in connection with the Grantee (or Grantee's agents, employees, contractors or assigns) entry in and upon the Premises pursuant to this Agreement. Grantee's release and indemnity hereunder shall survive the expiration of the Agreement.

Other Rights Reserved. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee's rights (a) reserved by deed dated June 18, 2004, and

recorded in the Berks County Records in Book 4093, Page 2187 (which includes, without limitation, the right of ingress, egress and regress over and across the Property in order to access, maintain and repair the 42" existing sanitary sewer force main) and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

Insurance. Grantee shall furnish a Certificate from an acceptable insurance company, or its authorized agent, indicating that the Grantee carries acceptable insurance of public liability and property damage in an amount not less than One Million Dollars per person/Two Million Dollars per occurrence for public liability and One Million Dollars for property damage. Workers' Compensation Insurance shall be provided in the statutory amount by Grantee and Grantee shall determine in advance of any work being performed by any contractors that Worker's Compensation Insurance is maintained. The Grantee shall cause the Grantor to be designated as an additional insured under Grantee's Public Liability coverage which shall be not less than One Million Dollars per person/Two Million Dollars per occurrence minimum rate. The Grantee shall provide the Grantor with a certificate of insurance evidencing the above and Grantee's insurer shall provide Grantor with Thirty (30) days notice of its intention to modify or cancel Grantee's insurance. In the event that said notification is received from Grantee's Insurer, Grantee shall provide the Grantor with a replacement certificate of insurance within the thirty days prior to modification or cancellation the prior insurance policy.

Entire Agreement. This Agreement is the entire agreement between the parties hereto pertaining to the rights and privileges contained herein with respect to the Access License and there are no terms, obligations, covenants, representations, statements or conditions, oral or otherwise, expressed or implied, in addition hereto, except for such deeds and other instruments as may be executed and delivered to effectuate the intent hereof.

Modifications. Any agreement which shall change, discharge or effect an abandonment or waiver of this Agreement or any term or provision hereof, in whole or in part, shall be void unless such agreement is in writing and signed by both parties hereto.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties intending to be legally bound, do hereby execute this Agreement the date and year first above written.

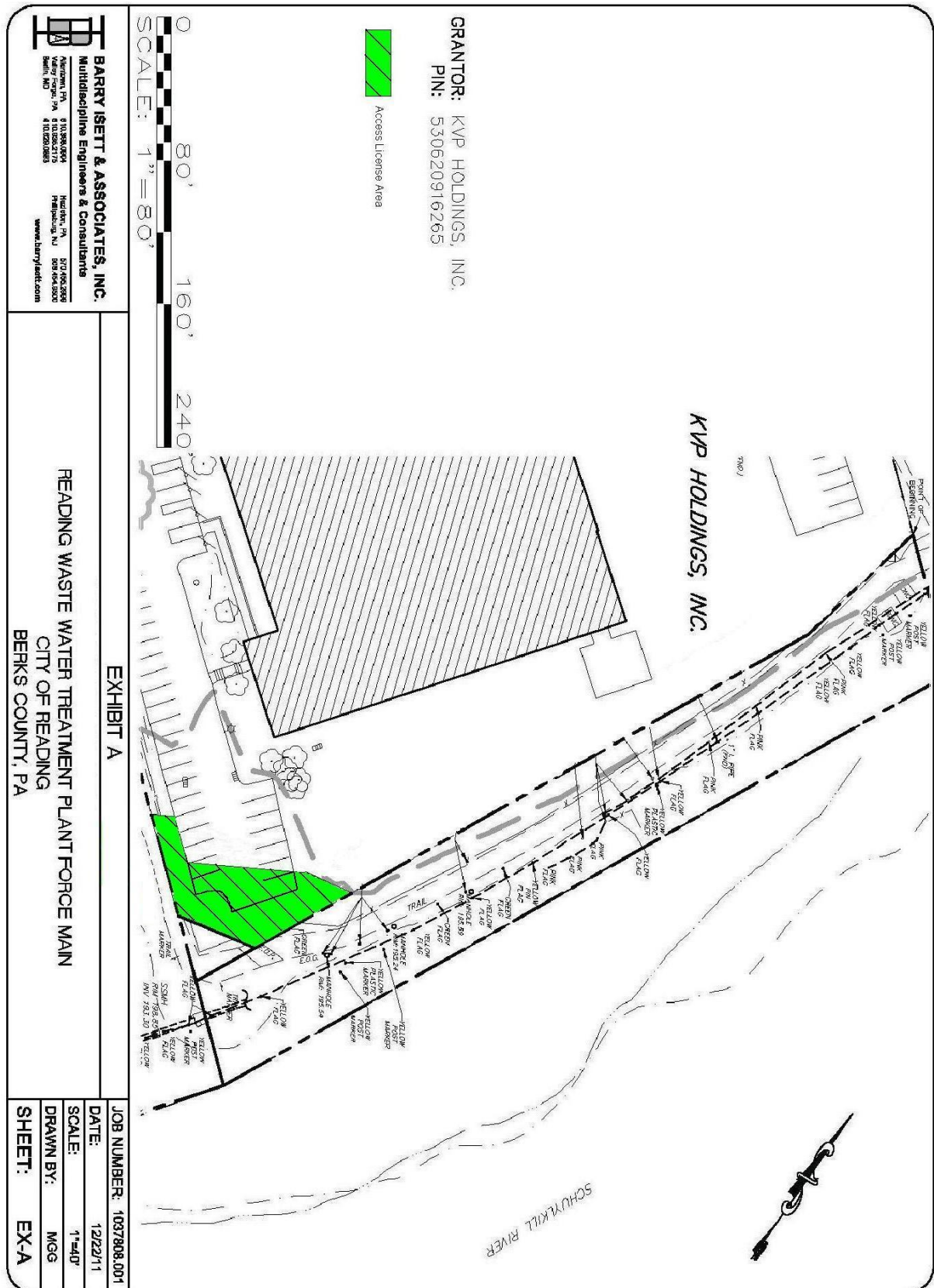
HABASIT AMERICA, INC.

By: _____
Christopher S. Nigon, Vice President,
Strategic Operations

CITY OF READING

By: _____
Vaughn D. Spencer, Mayor

Exhibit “A” Map of the Access License Area



§4-103. Scope

The Historic Preservation Part of the Codified Ordinances of the City of Reading, Pennsylvania, regulates and restricts the construction, reconstruction, alteration, restoration, demolition or razing of any building, structure, site or object within a designated historic **or conservation** district, in whole or in part, and prescribes certain procedures relating to the issuance of permits for such properties.

§4-105. Boundaries

2. The Conservation District.

A. Heights Conservation District. The Heights Conservation District is hereby created and described verbally as follows:

All that certain district, tract, area, or piece of land intended to be known as the “Heights Conservation District” as shown on a map bearing the same title, consisting of parcels held in separate ownership generally located between Thirteenth Street and Oak Lane, from Rockland Street southwardly to Hampden Park, situated in the City of Reading, County of Berks, and Commonwealth of Pennsylvania, being particularly bounded and described as follows, to wit:

Beginning at a point in the centerline of Hampden Boulevard (50 feet wide) at its intersection with the northern property line of 2020 Rockland Street, produced and extended; thence, southwestwardly along the centerline of Hampden Boulevard to its intersection with the centerline of Richmond Street (30 feet wide); thence southeastwardly along the centerline of Richmond Street to its intersection with the City of Reading boundary line; thence, southwestwardly along the City of Reading boundary line to its intersection with the centerline of Oak Lane (35 feet wide); thence, southwestwardly along the centerline of Oak Lane to the northern property line produced and extended, of 1303 Oak Lane; thence, southeastwardly along the northern property line of 1303 Oak Lane to its intersection with the City of Reading boundary line; thence, southwestwardly along the City of Reading boundary line to its intersection with the southern property line of 1303 Oak Lane; thence, northwestwardly along the southern property line of 1303 Oak Lane, produced and extended, to a point on the centerline of Oak Lane; thence, southwestwardly along the centerline of Oak Lane to its intersection with the southern property line of 1151 Oak Lane, produced and extended; thence, southeastwardly along the southern property line of 1151 Oak

Lane to the southeast property corner of 1151 Oak Lane; thence, southwestwardly by the approximate bearings and distances of the area of Hampden Park as follows: southwestwardly 531 feet; thence, southwestwardly 951 feet; thence, westwardly 260 feet; thence, northwardly 678 feet; thence, westwardly 150 feet; thence southwestwardly 560 feet, produced and extended to a point on the centerline of North Thirteenth Street (50 feet wide), more precisely described in deed book 2108, deed page 1416; thence, northwardly along the center line of North Thirteenth Street to its intersection with Hampden Boulevard; thence, northeastwardly along the centerline of Hampden Boulevard to its intersection with the centerline of Robeson Street (35 feet wide); thence, westwardly along the centerline of Robeson Street to its intersection with the western property line of 1100 North Thirteenth Street, produced and extended, such line also being the eastern side of a 15 foot wide alley; thence, northwardly along the same by various courses and distances along the western property lines and their connections of Nos. 1100, 1102, 1104, 1106, 1108, 1110, 1112, 1114, 1116, 1118, 1120, 1122, 1124, 1126, 1128, 1130, 1132, 1134, 1136, 1138, 1140, 1142, and 1164 North Thirteenth Street, produced and extended, to a point on the centerline of Marion Street (35 feet wide); thence, westwardly along the centerline of Marion Street to its intersection with the centerline of North Twelfth Street (35 feet wide); thence, northwardly along the centerline of North Twelfth Street to its intersection with centerline of Perry Street (35 feet wide); thence, eastwardly along the centerline of Perry Street to its intersection with the western property line of 1300 North Thirteenth Street, produced and extended, such line also being the eastern side of a 10 foot wide alley; thence, northwardly along the same by various courses and distances along the western property lines and their connections of Nos. 1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, and 1330 North Thirteenth Street produced and extended; thence, extending northwardly along the same, crossing Pike Street (35 feet wide) and by various courses and distances along the western property lines and their connections of Nos. 1400, 1408, 1410, 1412, 1414, 1416, 1418, 1420, and 1430 North Thirteenth Street produced and extended, such line also being the eastern side of a 15 foot wide alley; thence, extending northwardly along the same, crossing Amity Street (35 feet wide) and by various courses and distances along the western property lines and their connections of 1500, 1502, 1506, 1508, 1510, 1512, and 1518 North Thirteenth Street, such line also being the eastern side of a 15 foot wide alley, produced and extended to a point on the centerline of Union Street (35 feet wide); thence, westwardly along the centerline of Union Street to its intersection with the

centerline of North Twelfth Street; thence, northwardly along the centerline of North Twelfth Street to its intersection with the centerline of Exeter Street (35 feet wide); thence, eastwardly along the centerline of Exeter Street to its intersection with the centerline of North Thirteenth Street; thence, southwardly along the centerline of North Thirteenth Street to its intersection with the centerline of Union Street; thence, eastwardly along the centerline of Union Street to its intersection with the centerline of Palm Street (35 feet wide); thence, northwardly along the centerline of Palm Street to its intersection with the centerline of Bern Street (35 feet wide); thence, northwestwardly along the centerline of Bern Street to its intersection with the centerline of College Avenue (50 feet wide); thence, northeastwardly along the centerline of College Avenue to its intersection with the centerline of North Fourteenth Street (35 feet wide); thence northwardly along the centerline of North Fourteenth Street to its intersection with the centerline of Rockland Street (50 feet wide); thence, eastwardly along the centerline of Rockland Street to its intersection with the centerline of Palm Street; thence, northwardly along the centerline of Palm Street to the northern property line of 1425 Rockland Street, produced and extended; thence, eastwardly along the northern property lines and their connections of 1425 and 1435 Rockland Street, produced and extended, crossing North Fifteenth Street (35 feet wide); thence, eastwardly along the northern property lines and their connections of 1501 and 1515 Rockland Street, produced and extended, crossing Olive Street (35 feet wide); thence, eastwardly along the northern property lines and their connections of 1525, 1535, 1605, and 1615 Rockland Street, produced and extended, crossing Elder Street (35 feet wide); thence, eastwardly along the northern property lines and their connections of 1625, 2001, and 2020 Rockland Street, produced and extended, to a point on the centerline of Hampden Boulevard, being the place of beginning.

§4-107. Required Permits and Certificates.

2. Certificate of Appropriateness.

- A.** No permit shall be issued or cause to be issued, for the construction, reconstruction, alteration, restoration, demolition or razing of any building, structure, or premises, in whole or in part, within a designated historic district until a certificate of appropriateness has been issued. Such certificate shall not be limited to work requiring a building permit according to the presently enacted building code, but shall include all work affecting general design, arrangement, texture, material and color of a structure which can be seen from a public street or way. This

includes, but is not limited to, the following: painting; sandblasting; chemical cleaning; stucco or other applied textures; replacement or major repair of windows, cornices, trim or other nonstructural elements; signs; and other work affecting any building, structure or premises.

B. Conservation Districts

- (1) New construction and additions of building or structures, including a porch, porch enclosure, impacting the streetscape shall require a certificate of appropriateness, unless specifically listed as exempt below.
- (2) Demolition activity impacting the streetscape, including demolition of any character defining porch, balcony, deck, cornice, dormer or roof, shall require the issuance of a certificate of appropriateness, unless specifically listed as exempt below.
- (3) The following activities shall be not require a Certificate of Appropriateness:
 - a. Demolition or construction of any building or structure not visible from a public right-of-way.
 - b. Maintenance, repair, or alteration of a building or structure or part thereof.
 - c. Installation of appurtenances and accessory elements of a decorative or ancillary nature, regardless of visibility from a public street, including but not limited to the following:
 - i. Storm windows and doors, awnings and shutters.
 - ii. Signs, banners and flags.
 - iii. Downspouts and gutters.
 - iv. Flower boxes, light fixtures and mailboxes.
 - v. Heating or cooling units, including solar heating fixtures.
 - vi. Fences, walls not exceeding four feet in height, gates, arbors and trellises.
 - vii. Antennas and satellite dishes.
 - viii. Other ancillary or decorative elements.
 - d. Demolition of any structure deemed by the Building Official to be in imminent danger of failure or collapse and where the Building Official orders the demolition in order to protect public health, safety and welfare.

§4-111. Reading Board of Historical Architectural Review.

The Board of Historical Architectural Review is hereby created:

A. Membership and Terms.

- City (1) The Board shall be composed of eleven members, appointed by Council; one of whom shall be a registered architect, one a licensed real estate broker, one a person with knowledge of the building trades, one who is either a resident of or owner of property within the Callowhill Historic District, one who is either a resident of or owner of property within the Prince Historic District, one who is either a resident of or owner of property in the Centre Park Historic District, one who is either a resident of or owner of property within the Penn's Common Historic District, **one who is either a resident of or owner of property within the Heights Conservation District**, and **three** who have knowledge of or interest in the preservation of historic buildings and districts.

AMENDING THE CODIFIED ORDINANCE, CHAPTER 11, HOUSING, SECTION 102, DEFINITIONS, BY EXPANDING THE DEFINITION OF A VACANT PROPERTY TO INCLUDE A VACANT PROPERTY FOR SALE, A VACANT PROPERTY UNDERGOING REHABILITATION, A VACANT PROPERTY IN COMPLIANCE WITH THE CITY OF READING CODIFIED ORDINANCES AND A VACATION/SECOND RESIDENCE AS WELL AS ADDING A PENALTY FOR FAILING TO TIMELY REGISTER A VACANT PROPERTY AS ATTACHED IN EXHIBIT A.

The City of Reading City Council Hereby Ordains as Follows:

Section 1. Amending the Codified Ordinance, Chapter 11, Housing, Section 102, Definitions, by expanding the definition of a vacant property to include a vacant property for sale, a vacant property undergoing rehabilitation and a vacation/second residence as well as adding a penalty for failing to timely register a vacant property as attached in Exhibit A.

Section 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

EXHIBIT A

CHAPTER 11

HOUSING – RENTAL

PART 1

RENTAL

§11-102. Definitions.

This section is amended to change or add the following definitions:

ACTIVELY MARKETED FOR SALE – occurs only when a “for sale” sign has been placed on the property with accurate contact information and the owner has done at least one of the following:

- 1) *engaged the services of a licensee under the act of February 19, 1980 (P.L. 15, No 9), known as the Real Estate Licensing and Registration Act, to place the property in a Multiple Listing Service or otherwise market the property;*
- 2) *placed weekly or more frequent advertisements in print or electronic media; or*

3) *distributed printed advertisements.*

BUSINESS PRIVILEGE LICENSE - a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, authorizing one to perform business including, for purposes of this Part, renting.

BUSINESS PRIVILEGE TAX - the tax payable to the City of Reading, Division of Tax, per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, on, for purposes of this Part, the annual gross receipts derived from rental of a property or unit.

CAPACITY TO RENT - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance [Chapter 27].

CODES - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], and City of Reading Property Maintenance Code [Chapter 5, Part 6], Zoning Ordinance [Chapter 27], Recycling and Solid Waste Ordinance [Chapter 20, Part 1], and general nuisance ordinances.

CODES OFFICIAL - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

DISRUPTIVE CONDUCT - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided,

however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct on a form to be prescribed therefore to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Property Maintenance Division.

DWELLING UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HABITABILITY - any rental unit, building or dwelling that is suitable for human habitation and that is sanitary and free of vermin infestation and is in compliance with all City of Reading health and code regulations and Codified Ordinances.

HOTEL UNIT - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

LEASE - see “Rent.”

LET - see “Rent.”

LOCAL RESPONSIBLE AGENT - a person or agency retained or hired by a property owner to operate rental of a premises including, but not limited to, compliance with City of Reading Codified Ordinances and as a local contact.

MULTIPLE DWELLING UNIT - any dwelling containing two or more dwelling units.

OCCUPANT/TENANT - a person renting or letting a rental unit from the owner thereof.

OWNER - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON - any individual, firm, corporation, association, partnership or entity.

PROPERTY MAINTENANCE DIVISION - a division of the City of Reading administration under the Managing Director charged with enforcing the City of Reading Codified Ordinances governing issues including, but not limited to, housing, property maintenance and trades.

PUBLIC OFFICER - anyone authorized to enforce the City of Reading Codified Ordinances.

QUALITY OF LIFE - issues affecting the manner in which one lives or resides and habitability of a premise as governed by the City of Reading Codified Ordinances.

REGISTRATION - filing of an appropriate application and/or registering a property as a rental unit.

RENT - compensation for providing a shelter or lodging for occupation or habitation by humans to reside, monetary or non-monetary.

RENTAL HOUSING PERMIT— A permit issued by the City of Reading Property Maintenance division per the procedure established by this Chapter and the policies created in accordance therewith.

RENTING - the act of permitting a unit to be used to provide a living arrangement for one or more persons not the owner thereof whether or not for compensation.

RENTAL UNIT - a rooming unit or dwelling unit let for rent, a non-owner occupied rooming or dwelling unit, or a dwelling unit occupied by an owner and additional unrelated individuals. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements or long-term (greater than 6 months) agreements of sale.

RESTITUTION - for the purposes of this Part restitution shall be the amount of the fee due for obtaining of the rental registration.

ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT - an individual room within a "Rooming House" as said term is defined herein that is suitable for human lodging or occupancy.

SALES AGREEMENT - a contract for the sale of real estate, including a contract for a deed.

STUDENT - an individual who is enrolled or has made application and been accepted at a university, college or trade school and whose primary occupation is as a student or who is on a semester or summer break from studies at a college, university or trade school or any combination of such persons. The term "student" shall apply to both undergraduate and graduate students alike. The residents of a student home share living expenses and may live and cook as a single housekeeping unit but may also only share access to cooking facilities and not live and cook as a single housekeeping unit.

STUDENT HOME - a living arrangement for at least two students to a maximum of three students (as defined in this Part) unrelated by blood, marriage or legal adoption. The term student home shall not include dormitories, fraternity house or sorority house. The term student home shall be used interchangeable with the term student housing.

STUDENT HOUSING - see "student home."

TWELVE-MONTH PERIOD - for purposes of this Part 12-month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

VACANT PROPERTY - A residential or mixed use (residential and other permitted use) property shall be deemed to be a "vacant property" if it is ~~continuously unoccupied by the same individual or basic family unit as a residence from for than ninety (90) days and/or it is unoccupied and has been voluntarily or involuntarily disconnected or suspended from one or more of the following public or private utilities or services: water, natural gas, electric or fuel oil.~~ *a vacant property that is actively marketed for sale, a vacant property for rehabilitation, a vacant property that is a vacation/second residence and a vacant property that is code compliant.*

ZONING - City of Reading Zoning Ordinance [Chapter 27].

ZONING PERMIT - A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance [Chapter 27] authorizing and/or registering a unit as a rental.

§11-103. Rental Housing Permit Required.

No person or entity shall let, rent or cause to be occupied any rental unit, building, dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house that provides shelter or lodging for human habitation unless that person first applies for, renews and obtains a Rental Housing Permit issued by the City of Reading

Property Maintenance Division per the procedure established by this code and policies created thereunder. Occupancy of a dwelling unit or rooming unit is precluded until a Rental Housing Permit has been issued. Rental housing permits are non-transferrable.

§11-104. Application for a Rental Housing Permit.

1. Applications for a Rental Housing Permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Property Maintenance Division and shall be accompanied by payment of the applicable fee and a copy of the Deed. Such forms shall require, but shall not be limited to, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

- A. The name(s), business addresses, date of birth and telephone numbers, (business and mobile) of all of the owners of the rental unit or rooming unit. If the owner is a corporation, limited liability company, or partnership, a true and correct copy of the articles of incorporation, certificate of organization, statement of registration or partnership agreement, as applicable, shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.
- B. The name, business address, date of birth and telephone numbers, (business and mobile), of an authorized local agent and/or property manager.
- C. The owner(s) shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Property Maintenance Division with the application. Where the owner is a corporation, limited liability company, or partnership, proof of identification of at least one of the officers of the corporation, the managing member or designated member of the limited liability company, or the managing or general partner of a partnership must be presented by said individual.
- D. The address of the premises at which the dwelling unit or rooming unit is located.
- E. Identification of the rental unit as a dwelling unit or rooming unit.
- F. The number of permitted or allowable dwelling units or rooming units located within the building where the dwelling unit or rooming unit is located.
- G. A copy of zoning permit authorizing the dwelling unit or rooming unit as a residential unit shall be attached. The zoning permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a nonconforming use per the City of Reading Zoning Ordinance [Chapter 27] and applicable State law, then a copy of the certificate of nonconforming use shall be attached. (See §11-104 subsection 2 for special provisions for properties with a valid "Housing Permit" issued prior to December 31, 2007 but lacking valid zoning permits.)
- H. Proof of a valid contract with a trash hauler licensed by the State for trash removal/collection from the property address including the name, address and telephone number of the trash hauler.
- I. Proof of current participation of the property address in the City of Reading recycling program.

- J. A copy of the written lease form the owner intends to have the occupants/tenants of each permitted dwelling unit or rooming unit to execute with a copy of the addendum required herein attached thereto.
 - K. The owner shall furnish with the Application for Rental Housing Permit photographs of the front and rear exterior of the building for which a permit is requested. The photograph of the front exterior of the building shall contain a visible, identifiable address number appearing thereon. If there are changes subsequently made to the floor plan, the owner shall submit a revised floor plan, drawn to scale, with the next application (for re-issue or renewal) submitted after the changes to the floor plan were made and the same shall be accompanied by copies of all valid permits as required for such revisions
 - L. A completed tenant listing on a form prepared and provided by the Property Maintenance Division providing the following information of all persons occupying the building for which the permit is sought, including children under 18 years of age, full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit and in no event later than the next bi-annual date for such submission as required by this Part.
 - M. The date of the last inspection of the premises, building or unit with confirmation thereof by the Property Maintenance Division.
 - N. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.
2. Special provisions for properties with a valid "Housing Permit" issued prior to December 31, 2007 but lacking valid zoning permits for Multiple Dwelling or Rooming House use.
- A. Any property previously registered with the City of Reading Property Maintenance Division and holding a valid "Housing Permit" issued by the Reading Property Maintenance Division prior to December 31, 2007 and has remained current shall be required to apply to the Zoning Administrator for a zoning permit prior to submitting an Application for a Rental Housing Permit. The Zoning Administrator shall make an initial determination as to whether the subject property is located within a zoning district where multi-family rental use is legally permitted as an allowed use or a use previously approved as a Conditional Use pursuant to subsection D of §27-1203 of the Zoning Ordinance, as amended.
 - (i) If the Zoning Administrator determines that the subject property is located within a zoning district where multi-family rental use is legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a legally permitted use under the applicable zoning, subject to subsection B hereunder, and it will be required to comply with all of the

provisions of this Chapter and any other applicable chapters as verified upon inspection by the Property Maintenance Division.

- (ii) If the subject property had a valid "Housing Permit" as of December 31, 2007 but is determined to be located within a zoning district where multi-family rental use is not legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a prior "non-conforming use" by the Zoning Administrator within the meaning of subsection B of §27-607 of the Zoning Ordinance and remain eligible for a Rental Housing Permit provided it conforms to the remaining requirements of the City of Reading Codes and Codified Ordinances.
- B. The Zoning Administrator shall make a secondary determination as to whether the number of dwelling units present exceeds the number of units previously recorded for the premises in City records. A Rental Housing Permit will be denied until the property is modified to comply with the number of units previously recorded.
- C. A zoning permit issued by the Zoning Administrator in accordance with Sections A and B hereinabove shall satisfy the requirements of §11-104. 1. G. and the issuance of a Rental Housing Permit shall be subject to compliance with the remaining provisions of §11-104. 1.

§11-105. Annual Renewal of Rental Housing Permit.

1. Effective January 2, 2012, each Rental Housing Permit shall be renewed by the registrant on or before the 1st of April in each and every calendar year regardless of when the original permit was issued in the previous year. If the 1st of April falls upon a Saturday, Sunday or holiday the deadline shall be the close of business on the next business day. Renewal of a Rental Housing Permit shall be made upon forms prescribed by the Property Maintenance Division and single copies of the same for each property address shall be made available to property owners at no charge. Submission of annual renewal forms shall be accompanied by payment of the specified renewal fee.

2. Annual Rental Housing Permit Renewal forms shall require the owner, in addition to the information specifically required in other provisions of this Chapter, to provide the following: (a) the name and policy number of the insurer providing liability and extended risk insurance coverage for the premises, (b) disclose and/or confirm the number, name and age of residents of dwelling unit in each building and the number of tenants residing in each dwelling unit, (c) the operational status of fire and smoke alarms, the operational status of fire escapes and emergency exits, if applicable, and (d) any changes or alterations to the interior or exterior structural and/or mechanical components or systems of the building or any individual dwelling unit therein including repairs due to casualty loss, since the date of the issue of the Rental Housing Permit or the last renewal thereof, whichever is later. The Annual Permit Renewal forms shall further require the owner to verify that false statements therein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

3. Submission of Annual Renewal Forms after the April 1st deadline shall be subject to a surcharge of Three Hundred Dollars (\$300) per rental unit for each month or fraction thereof following the said deadline. Said fees and surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys' fees, court costs and receipted costs of collection.

4. Failure to submit an Annual Renewal Form as required herein before July 1st in each and every year may result in the immediate revocation of the Rental Housing Permit.

5. In the event of revocation of the Rental Housing Permit, the property owner must file an Application for Reinstatement upon a form prescribed by the Property Maintenance Division and the filing of said application shall be accompanied by payment of all outstanding fees and surcharges.

6. Notwithstanding the filing of an Application for Reinstatement nothing herein shall prevent the City of Reading from undertaking legal action to enforce any other provision of the City of Reading Codified Ordinances, including action to enjoin any continued occupancy of the property by tenants residing therein and/or action to abate any nuisance, dangerous condition or other threat to the health and safety of the tenants residing therein or the general public.

7. In the event the Rental Housing Permit is revoked for a property that was previously approved for multi-family rental housing but designated a non-conforming use by the Zoning Administrator, failure of the owner to file an Application for Reinstatement of a Rental Housing Permit within six months of the date of revocation of the Rental Housing Permit as provided herein shall, in the absence of any showing of reasonable excuse or good cause, be considered an “abandonment” of such use in accordance with the provisions of §27-607 F and G of the Zoning Ordinance. The burden of proving reasonable excuse or good cause for a failure to file an Application for Reinstatement shall rest solely upon the property owner and the determination of the same can only be made upon a majority vote of City Council.

§11-106. Denial of Application for a Rental Housing Permit.

1. A Rental Housing Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances or has been declared uninhabitable and/or condemned by the appropriate authority with jurisdiction.

2. The City may deny an application for a Rental Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a demonstrable history on three or more occasions of failing to address cited code violations, including lack of utilities, that present immediate threats to human health and safety within the compliance period specified by the Property Maintenance Division, currently has unresolved codes violations, or has any tax delinquencies.

3. The City of Reading Property Maintenance Division is hereby authorized to placard and condemn a property for which a Rental Housing Permit has not been obtained from the Property Maintenance Division as required by this Part. Such action shall require the immediate vacation of the property or vacation within a specific and reasonable period of time as determined by the Property Maintenance Division in the exercise of its discretion

§11-107. Revocation of a Rental Housing Permit.

1. The City of Reading Property Maintenance Division shall, have the authority to revoke or suspend the Rental Housing Permit of any rental unit, building, rooming house, or dwelling that it determines within the reasonable exercise of its discretion to be uninhabitable by humans, and in noncompliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection. A Rental Housing Permit may also be revoked if it is determined that the permit was issued upon material misrepresentations, errors or omissions set forth in the application for original issue renewal as applicable.
2. The City may revoke a Rental Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a record of chronic codes violations, currently has unresolved codes violations, or has any tax delinquency.
3. A notice of a revocation of a Rental Housing Permit shall set forth the reason for the revocation and shall be provided in writing to the last known owner of record.

§11-108. Transfer of Ownership and Change of Address.

1. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Property Maintenance Division of any change in ownership of the property by providing a copy of the new deed with a Certificate of Transfer affixed thereto in compliance with the requirements of § 4-303 of Chapter 4 of the City of Reading Codified Ordinances, as amended.
2. A Rental Housing Permit issued hereunder does not attach to the real estate title and does not pass or transfer to any person or entity who acquires ownership of the property upon which the dwelling unit or rooming unit is situated. The prospective new owner of a property upon which rental housing is permitted shall submit a completed application for a new Rental Housing Permit to the Property Maintenance Division no later than 30 days prior to date scheduled for final closing and transfer of title. Said application for a new Rental Housing Permit shall be compliant with the applicable rules set forth in this Chapter and issuance of a new Rental Housing Permit shall be further conditioned upon inspection of the premises by the Property Maintenance Division and a determination of compliance of the premises with the applicable requirements of the City of Reading Codified Ordinances.
3. Any owner of a rental unit governed by this Part who relocates or changes mailing address shall file written notice of the same with the Berks County Assessment Office and the City of Reading Property Maintenance Division within ten (10) days of such relocation or change in mailing address. Failure to provide such notice shall result in the imposition of a \$150 penalty, which shall be payable within 15 days from the date of imposition.
4. The failure of a new owner or prospective new owner to make timely application for a new Rental Housing Permit as provided hereinabove shall result in the imposition of non-compliance surcharge of \$1,000 per unit to the application fee. In addition, written notice of non-

compliance shall be mailed to the new owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject property. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 day from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of \$300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. Said surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys' fees, court costs and receipted costs of collection.

5. Upon payment of the fees and surcharges set forth in subsection 4 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of \$500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-109. Inspection.

1. Initial Inspection.

- A. If an initial application inspection is required pursuant to the provisions of this Chapter upon receipt of a fully completed application for a Rental Housing Permit and receipt of payment of the applicable fee the Property Maintenance Division shall within 10 days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than 30 days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the City inspector performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the inspector shall so advise the owner and report the same in writing to the City of Reading Property Maintenance Division. Upon receipt of such written report of compliance and a determination that all other requirements have been met the Property Maintenance Division shall issue the Rental Housing Permit.
- B. In the event the City's inspector determines that the dwelling unit or rooming unit is in violation of one or more of the applicable provisions of the City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall be instructed not to issue

the Rental Housing Permit. Additionally, the City Official shall issue a notice of violation as provided in the appropriate Code. Further, if the violation is not corrected within the time frame established on the notice of violation the City Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Rental Housing Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Housing Permit is issued.

2. Renewal Inspections

- A. An inspection of a rental unit as defined in this Chapter shall be performed by Property Maintenance Division if necessitated by reported changes to a rental unit on the Annual Rental Housing Permit Renewal form or, in the absence of reported changes, on a revolving basis not less than every 2 years nor more than 5 years from the date of last inspection pursuant to the City of Reading Rental Property Inspection Program.
- B. If the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner, make the appropriate entry in the official records for the said property maintained by the Property Maintenance Division and issue an official certificate of compliance.
- C. In the event the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall withhold the renewal of the Rental Housing Permit until the violations are corrected and the property is determined to be in compliance with the applicable Codes and Codified Ordinances. In addition, the City Official shall issue a Notice of Violation as provided for in the applicable provision of the Code and Codified Ordinances. Failure of the property owner to correct the specified violations within the time frame established on the Notice of Violation shall result in the revocation of the Rental Housing Permit and an authorized City Official shall commence the appropriate legal proceedings to enforce the applicable Code and Codified Ordinances including but not limited to action to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a valid Rental Housing Permit. Nothing herein shall prevent the City from taking any other action authorized by §11-122 of this Chapter. In the event the property is vacated as a result of an order from the City Official it shall remain vacated until the Codes Official determines that the violations have remedied, corrected and/or abated. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading

Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Rental Housing Permit.

3. **Routine Inspection.** The Property Maintenance Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the applicable City of Reading Codes and Codified Ordinances.

4. **Complaint Inspections.** Nothing in this Part shall preclude the Property Maintenance Division/Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Property Maintenance Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code [Chapter 5, Part 6] and/or disruptive conduct report.

5. **Search Warrant.** If any owner, occupant or other person in charge of a structure subject to the provisions of this Part refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Part is sought, the administrative authority, Property Maintenance Division, shall promptly apply for an administrative search or inspection warrant to a court of competent jurisdiction and shall supply all necessary affidavits and testimony to indicate that there is a reasonable or probable cause to conduct an inspection.

6. **Notice.** All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the local responsible agent.

7. **Failure to Appear for Inspection.** If the owner or authorized agent cannot be available at the proposed time, said owner or authorized agent, shall provide no less than 24-hour written notice to the Property Maintenance Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of \$150 will be assessed against the owner failing to supply written notice or appear. If the property owner or authorized agent fails to appear for the second scheduled inspection an administrative fee of \$250 will be assessed against the property owner. If the property owner or authorized agent fails to appear for the third scheduled inspection, the Property Maintenance Division shall assess an administrative fee of \$400 and may placard the subject property and/or promptly seek an administrative search or inspection warrant from a court of competent jurisdiction by supplying all necessary affidavits and testimony in support thereof.

§11-110. Rental Housing Permit.

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Part, the City of Reading Property Maintenance Division shall issue a Rental Housing Permit on an official form containing the letterhead of the City of Reading Property Maintenance Division and a facsimile of the Official Seal which shall include but not be limited to the following:

- A. Name, mailing address and telephone number (business and mobile) of owner.
- B. Name, mailing address and telephone numbers (business and mobile) of local authorized agent.
- C. Number of dwelling units-permitted

- D. Date of last application inspection.
- E. Date of last inspection.
- F. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.
- G. Date of issuance of permit.
- H. Date of required renewal of permit.
- I. Printed name of person issuing permit.

§11-111. Posting of the Rental Housing Permit.

The Rental Housing Permit or an identical, clear and legible photocopy thereof shall be conspicuously posted and maintained in the front entryway, vestibule or other main entrance area of the dwelling unit or rooming unit so that the same is visible and observable from outside the building at the front of the property by City Code, Property Maintenance Division, or emergency personnel.

§11-112. Reserved.

§11-113 Occupation of Premises Without Rental Housing Permit.

1. **Prohibition.** It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Housing Permit is obtained for such dwelling unit or rooming unit.
2. **Surcharge.** In the event an authorized City official determines that a dwelling or rooming unit is being occupied unlawfully under this Chapter a non-compliance surcharge of \$1,000 per unit shall be imposed to the application fee and written notice of non-compliance shall be mailed to the owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject property. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 days from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of \$300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. Said surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys' fees, court costs and receipted costs of collection.
3. **Review and Hearing.** Upon payment of the fees and surcharges set forth in subsection 2 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation

thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of \$500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-114 Owner and Occupant Duties.

1. Owner's Duties.

- A. It shall be the duty of every owner and operator, authorized agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.
- B. It shall be unlawful for any person or entity to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without a valid and current Rental Housing Permit.
- C. It shall be the responsibility of every owner, operator, authorized agent or manager to employ policies and manage the rental units under his/her control in compliance with the provisions of this Chapter, the City Codes and Codified Ordinances and applicable State laws.

2. Tenant/Occupant Duties

- A. The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading Codified Ordinances including, but not limited to, Chapter 2, Animals, Chapter 3, Bicycles, Chapter 5, Code Enforcement, Part 6, Property Maintenance Code, Chapter 6, Conduct, Chapter 10, Health and Safety, Chapter 15, Motor Vehicles and Traffic, Chapter 20, Solid Waste, and Chapter 21, Streets and Sidewalks, as well as all State laws and regulations.
- B. The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

- C. The occupant(s) shall not engage in, nor tolerate, nor permit others on the premise to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City Codes or applicable State laws.
- D. Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed.

§11-115. Owners Jointly and Severally Responsible.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

§11-116 - Fees for Rental Housing Permit

1. Fee Schedule

Fees required for an application for, and annual renewal of, a Rental Housing Permit *and vacant property registration*, as well as inspection-related and other applicable fees shall be established by City Council and included on the City's fee schedule.

2. Waiver of Fees

The permit fees established in subsection (1) above shall be waived if the owner or operator, or the spouse, son daughter, mother father, sister or brother of the owner or operator, occupy the units.

§11-117 - Vacant Property Registration and Penalty

1. A property that is a "vacant property" as defined in §11-102 herein shall be registered by the property owner or authorized agent with the City of Reading Property Maintenance Division on a Vacant Property Registration form prescribed by the Property Maintenance Division.

2. The registration of a vacant property with the Property Maintenance Division shall be required within 10 days of the subject property becoming a "vacant property" as provided herein and shall be accompanied by the payment of the applicable *annual* registration fee *except that no fee is required for a vacant property actively marketed for sale or a vacation/second residence.*

3. Each and every property registered as vacant property pursuant to the provisions herein shall be subject to inspection and verification by the Property Maintenance

Division at any time during the original registration period or during any period of renewal thereof.

4. Vacant property registrations shall be valid for ~~not more than 180 days~~ ***a period of one year*** and are required ***to*** be renewed on or before ~~180 days~~ ***the end of the year*** on a form prescribed by the Property Maintenance Division. Payment of the applicable registration renewal fee ***as per the City of Reading Fee Schedule*** shall be required at the time of renewal.

5. Any change in the structural condition or integrity of a vacant property shall be reported in writing to the Property Maintenance Division within 7 days of such change.

6. Nothing herein shall prohibit a property owner from voluntarily registering a property as a vacant property prior to the expiration of 90 day-period of non-occupancy.

7. Failure to register a property as vacant as defined herein will render said property as an illegal unit and subject to the same penalties as outlined in §11-113 Occupation of Premises Without Rental Housing Permit.

§11-118 Tenant Information.

1. In addition to supplying information of the tenants of the dwelling unit or rooming unit on the initial or renewal application for a Rental Housing Permit the owner, on or before April 1 and September 1 of each year, shall provide to the City of Reading Property Maintenance Division on a form prepared and provided by said Division information of all tenants or other persons, including children under 18 years of age, occupying the dwelling unit or rooming room for which they are required to have a Rental Housing Permit, the full name, unit, floor or apartment number/designation and term of lease, date of entry and anticipated departure date. Landlord shall further indicate on said form if the dwelling unit or rooming unit is student housing and if said tenants are students.

2. The owner shall notify the City of Reading Property Maintenance Division of changes in the tenant listing within 10 days of such change by submitting an updated tenant listing on the form prepared and provided by the Property Maintenance Division. In so doing, the owner shall notify the City of the name of the person who is no longer residing at the dwelling unit or rooming unit.

3. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required.

4. Failure to provide the required information or failure to update such information as required by this Part are hereby made subject to the penalties set forth in this Part.

§11-119. Official Notices.

All official notices, excluding notice of inspection, including, but not limited to, notices of violation relating to a dwelling unit or rooming unit shall be mailed to or personally served on the owner with a copy to the registered, authorized agent. All official notices, excluding notice of inspection which shall be in the manner set forth herein, shall be by first class mail to the address of record of the owner and registered, authorized agent and posting of the dwelling unit or rooming unit. The address of record of the owner shall be that provided to the Property Maintenance Division and in the absence of the same the address provided by the County of Berks. Any owner change of address must be performed through the County of Berks Assessment Office. The address of record of the authorized agent shall be that provided by the owner on the most recent permit application. It is the responsibility of the owner to change the address thereof or the identity or address of the authorized agent per the requirements hereof. There shall be a rebuttable presumption that any notice required to be given under this Part shall have been received by owner and/or local responsible agent if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Part.

§11-120. Placarding and Condemnation

The City of Reading Property Maintenance Division is hereby authorized to placard and condemn thereby requiring the immediate vacation, or within the discretion of the Property Maintenance Division, vacation within a specific and reasonable amount of time for vacation of a property that is being rented and for which a Rental Housing Permit has not been obtained or for which an inspection has not been performed or completed by the Property Maintenance Division as required by Section 109 of this Chapter.

§11-121. Disruptive Conduct.

1. **Investigation and Report of Disruptive Conduct.** Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the Disruptive Conduct Report shall be given or mailed to the occupant and mailed to the owner within 10 working days of the occurrence of the alleged disruptive conduct.

2. **Appeals.** The occupant and/or owner shall have 10 working days from the date of receipt of a Disruptive Conduct Report to appeal the contents of said Disruptive Conduct Report. The appeal shall be made in writing and submitted to the Administrator of the Property Maintenance Division. An appeal of the second disruptive conduct report within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second Disruptive Conduct Report.

3. **Eviction.** After two disruptive conduct incidents in any 12-month period by an occupant documented by Disruptive Conduct Reports, the owner shall have 10 working days from the date of the written notice to begin eviction proceedings against the occupant(s) and pursue the same through any appeal to the Berks County Court of Common Pleas if reasonably requested by the Property Maintenance Division. This subsection is not intended to limit or inhibit the owner's right to initiate eviction action.

4. **Suspension or Revocation of Rental Housing Permit.** Failure of an owner or local authorized agent to take action required in subsection (3) above will result in the commencement of the process to suspend a Rental Housing Permit in accordance with per the process established herein, notwithstanding any other requirements therefore.

5. **Reinstatement of Rental Housing Permit.** The rental unit involved shall not have its Rental Housing Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are violations assessed against the owner per the provisions of this Part which require suspension or revocation, a Rental Housing Permit shall not be reinstated until compliance with the requirements therefore have occurred.

6. **Report Against All Occupants.** The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants. More than one Disruptive Conduct Report filed against the occupants of a rental unit in a 24-hour period shall count as a single disruptive conduct report for the purpose of the preceding subsection.

7. **Maintenance of List of Disruptive Conduct Report Tenants and Occupants and Evicted Occupants.** The Codes Enforcement Office shall maintain a list of the names of all occupants and tenants against whom a Disruptive Conduct Report is issued as a result of this Part. The Property Maintenance Division shall also maintain a list of all occupants and tenants evicted as a result of this Part. The names shall remain on the list for a period of 5 years.

8. **Appeals.** Any person aggrieved by any decision of a police officer or public officer in regard to a Disruptive Conduct Report or the revocation of a Rental Housing Permit resulting therefrom may appeal to the Housing Board of Appeals. Such appeal must be filed with the appropriate fee with the Administrator of the Property Maintenance Division in writing, within 10 working days from the date of receipt of the disruptive conduct report or notice of revocation.

§11-122. Housing Board of Appeals.

1. **Appeals.** Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the suspension, nonrenewal, denial or revocation of a Rental Housing Permit may appeal to the housing Board of Appeals. Such appeal must be filed, in writing, with the Administrator of the Property Maintenance Division, with the appropriate filing fee within 10 working days from the date of receipt of the disruptive conduct report or notice of revocation.

2. **Organization.**

- A. **Membership.** The Housing Board of Appeals shall be a body of seven members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Administrator of the Property Maintenance Division or their designee; the Chief of Police or his/her designee; an owner of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.
 - B. **Alternates.** There shall be three alternate members: an owner, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.
 - C. **Appointment.** All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.
 - D. **Term.** A member or alternate member shall serve a term of not more than 3 years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of 1, 2 and 3 years.
 - E. **Powers of Designee and Alternates.** Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.
 - F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.
 - G. **Quorum and Majority Vote.** Four members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.
 - H. **Removal of Members.** Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.
3. **Powers.** The Board shall have the following powers:
- A. **Promulgate Rules and Regulations.** To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.

- B. **Hear and Decide Appeals.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Part.
 - C. **Grant Modification or Variance.** To modify any notice of violation or order and to authorize a variance from the terms of this code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.
 - D. **Grant Extension of Time.** To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code [Chapter 5, Part 6] and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.
 - E. **Timeliness.** In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within 10 working days after the appeal hearing.
 - F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.
 - G. **Authority.** The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.
5. **Effect of Appeals.** Any decision or order issued under, per and in accord with this Part, shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals. Said abeyance shall include, but not be limited to, revocation, suspension, denial or nonrenewal of a Rental Housing Permit until the appeal is resolved. An appeal of the two disruptive conduct reports within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second disruptive conduct report.
6. **Enforcement upon Resolution of Appeal of Housing Board.** If this appeal is of a second disruptive conduct report and the decision of the police officer or public officer has been affirmed, within 10 working days and time for compliance as required by the decision of the Housing Board of Appeals, the public officer shall re-inspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings. If, when so required by a second disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the Rental Housing Permit pursuant to the provisions set forth in this Part.

§11-123. Appeal to Court of Common Pleas.

Any person, including the police officer or public officer for the City, aggrieved by any decision of the Housing Board of Appeals, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be incorrect or illegal, in whole or in part. Said petition shall be filed with the Court of Common Pleas within 30 days after service of the decision. Notice of the appeal shall be served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, at the time of its filing. An appeal to the Court of Common Pleas of a decision of the Housing Board of Appeals shall not hold automatically stay enforcement of the Board's decision.

§11-124. Share Information.

The City of Reading Property Maintenance Division is authorized to share any and all information obtained under this Code with the other Departments and Divisions of the City of Reading.

§11-125. Compliance with Other City of Reading Ordinances

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1], and Zoning Ordinances [Chapter 27].

BILL NO. _____ 2012
AN ORDINANCE

AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CODIFIED ORDINANCES, RELATED TO THE PROPERTY MAINTENANCE DIVISION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT VACANT PROPERTY REGISTRATION.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Codified Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule, shall be and is hereby amended to include a fee for vacant property registration.and shall read as follows:

Permit Fee	Current Fee	Proposed Fee
<i>Vacant Property Registration Fee</i>	<i>\$0</i>	<i>\$100</i>
<i>Annual Vacant Property Registration Fee</i>	<i>\$0</i>	<i>\$100</i>

SECTION 2: All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the amendment set forth above in Section 1 are hereby repealed; otherwise, all other items, parts, sections, etc. of said Code shall remain in effect unchanged and likewise are ratified.

SECTION 3: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2012

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

RESOLUTION _____ - 2012

A RESOLUTION EXTENDING THE TERM OF EXEMPTIONS, DEDUCTIONS, ABATEMENTS AND CREDITS FOR REAL PROPERTY, EARNED INCOME TAX, NET PROFITS MERCANTILE, AND BUSINESS PRIVILEGE TAXES WITHIN A SPECIFIC GEOGRAPHIC AREA IN CITY OF READING, BERKS COUNTY DESIGNATED AS A KEYSTONE OPPORTUNITY EXPANSION ZONE (“KOEZ”) OR KEYSTONE OPPORTUNITY IMPROVEMENT ZONE (“KOIZ”) IN ORDER TO FOSTER ECONOMIC OPPORTUNITIES, STIMULATE INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL IMPROVEMENTS AND PREVENT PHYSICAL AND INFRASTRUCTURE DETERIORATION WITHIN AREAS OF CITY OF READING, BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, UPON CERTAIN TERMS AND CONDITIONS.

WHEREAS, City of Reading, Berks County, Pennsylvania recognizes the need to encourage investment in a defined geographical area of the City of Reading, Berks County, (the ‘Parcels’): as set forth in Attachment ‘A’ that is experiencing distress characterized by one or more of the following: high unemployment, low investment of new capital, blighted conditions, underutilized, obsolete or abandoned industrial commercial and residential structures, deteriorated tax base; and

WHEREAS, the Parcels consists of an unoccupied portion (s) of a KOEZ or KOIZ within City of Reading, Berks County which KOEZ or KOIZ expires in 12/31/2013; and

WHEREAS, the Keystone Opportunity Zone, Keystone Opportunity Expansion Zone and Keystone Opportunity Improvement Zone Act (Act of October 6, 1998, P.L. 705, No. 92), as amended, hereinafter referred to as the

“Act,” authorizes political subdivisions to apply to the Pennsylvania Department of Community and Economic Development (DCED) for an extension of the term of the applicable benefits within the respective unoccupied portion(s) of the KOEZ or KOIZ, granting exemptions, deductions, abatements or credits from all local taxes identified in the Act; and

WHEREAS, approval of extending the term of the benefits for the Parcel as provided in the Act will result in improving the economic, physical, and social conditions within the subject KOEZ or KOIZ by stimulating existing businesses employment, creating new employment and diminishing blight; and

WHEREAS, it is expected that increased private and public-sector investors will reverse the disinvestment and conditions of blight of the Parcel by the termination date of the extended term.

NOW, THEREFORE, BE IT RESOLVED by the City of Reading of Berks County that effective as of this date _____, contingent only upon DCED’s approval of the application for the proposed extended term of the Parcels of the existing KOEZ or KOIZ:

For a period of 10 years from the date of occupancy of the Parcel or expiration of the zone, whichever occurs first as determined by the Department. [Note – the extension applies to parcels in KOEZ or KOIZ which expires in 2013 or thereafter. If the expiration occurs in 2013, the extension applies to parcels that are unoccupied on February 14, 2012. If the expiration occurs after 2013, the

extension applies to parcels that are unoccupied on a date to be determined by DCED.]

The following provisions shall apply to the extended term once the Parcel is occupied:

1. Real Property Tax on the Parcel is 100% exempt in accordance with the provisions and limitations set forth within the Act, such exemption to terminate 10 years from the date of occupancy of the Parcel or expiration of the zone, whichever occurs first.
2. Earned Income and Net Profits Taxes; Business Privilege and Mercantile Taxes. The City of Reading also waives business gross receipts tax for operations conducted by a qualified business; earned income received by a resident and/or net profits of a qualified business received by a resident or nonresident of the proposed extended term for the Parcel of the existing KOEZ or KOIZ attributable to business activity conducted with said zone terminating on 10 years from the date of occupancy of the Parcel or expiration of the zone, whichever occurs first.
3. The provisions of the Act not herein enumerated, shall, nevertheless, be incorporated as part of this Ordinance by reference.
4. This resolution shall be effective upon execution, conditioned upon the approval of DCED of the application.

RESOLVED or ORDAINED AND ENACTED by the City of Reading of Berks County, Pennsylvania, this _____ day of _____, 2012.

ATTEST:

BY: _____
City Clerk

Name:

	2012 KOZ EXTENSIONS			
	ATTACHMENT 'A'			
	<u>READING</u>			
PIN #	Owner	Location	Assessment	Expiration Date
<u>Berkshire Bottling</u>				
530713234217	Guardian Harbor	521-29 W. Greenwich St. Lot	\$ 2,304,000.00	12/31/2013
<u>Brentwood</u>				
530616838332	Brentwood Industries Finance Dept	525 Morgantown Rd	\$ 60,800.00	12/31/2013
530616838060	Brentwood Industries Finance Dept	543 Morgantown Rd	\$ 9,700.00	12/31/2013
530620922005	Brentwood Industries Finance Dept	110 E. Lake Dr.	\$ 6,800.00	12/31/2013
530616839238	Brentwood Industries Finance Dept	Morgantown Rd.	\$ 24,500.00	12/31/2013
530620922461	Brentwood Industries Finance Dept	Brentwood Dr	\$ 165,300.00	12/31/2013
<u>North 3rd Street</u>				
530782616182	OUR CITY READING	128 N. 3rd St.	\$ 5,300.00	12/31/2013
530782616184	GOGGLEWORKS	130 N. 3rd St.	\$ 6,100.00	12/31/2020
530782616186	GOGGLEWORKS	132 N. 3rd St.	\$ 6,100.00	12/31/2020
530782616158	GOGGLEWORKS	134 N. 3rd St.	\$ 8,300.00	12/31/2020
530782616260	GOGGLEWORKS	138 N. 3rd St.	\$ 7,900.00	12/31/2020

530782616272	GOGGLEWORKS	140 N. 3rd St.	\$ 14,100.00	12/31/2020
530782606912	Juan & Carmen Velez	243 Washington St.	\$ 25,000.00	12/31/2013
530782606848	Our City-Reading	247 Washington St.	\$ 16,700.00	12/31/2013
530782606868	Mary K Haney	249 Washington St.	\$ 18,900.00	12/31/2013
<u>Penn Optical</u>				
530628980958	Anna J & William V Miller	710 Chestnut St.	\$ 22,700.00	12/31/2013
530628980968	Anna J & William V Miller	712 Chestnut St.	\$ 18,100.00	12/31/2013
530628980988	Anna J & William V Miller	714 Chestnut St.	\$ 17,500.00	12/31/2013

RESOLUTION _____ - 2012

A RESOLUTION AUTHORIZING THE EXEMPTIONS, DEDUCTIONS, ABATEMENTS AND CREDITS FOR REAL PROPERTY, EARNED INCOME TAX, NET PROFITS MERCANTILE, AND BUSINESS PRIVILEGE TAXES WITHIN A SPECIFIC GEOGRAPHIC AREA IN CITY OF READING, BERKS COUNTY ("EXPANSION PARCEL(S)") DESIGNATED AS A PROPOSED EXPANSION OF A CONTIGUOUS EXISTING KEYSTONE OPPORTUNITY EXPANSION ZONE ("KOEZ") OR KEYSTONE OPPORTUNITY IMPROVEMENT ZONE ("KOIZ"), AS APPROPRIATE, IN ORDER TO FOSTER ECONOMIC OPPORTUNITIES, STIMULATE INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL IMPROVEMENTS AND PREVENT PHYSICAL AND INFRASTRUCTURE DETERIORATION WITHIN THE DESIGNATED AREAS OF CITY OF READING, BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, UPON CERTAIN TERMS AND CONDITIONS.

WHEREAS, the City of Reading recognizes the need to encourage investment in a defined geographical area of Berks County bounded as follows ("Expansion Parcel(s)"): as set forth in Attachment 'A' that is experiencing distress characterized by one or more of the following: high unemployment, low investment of new capital, blighted conditions, underutilized, obsolete or abandoned industrial commercial and residential structures, deteriorated tax base; and

WHEREAS, the Expansion Parcel(s) is contiguous to an existing KOEZ or KOIZ; and

WHEREAS, the Expansion Parcel(s) does not exceed fifteen (15) acres; and

WHEREAS, the Expansion Parcel(s) is deteriorated, underutilized or unoccupied; and

WHEREAS, the Keystone Opportunity Zone, Keystone Opportunity Expansion Zone and Keystone Opportunity Improvement Zone Act (Act of October 6, 1998, P.L. 705, No. 92), as amended, hereinafter referred to as the “Act,” authorizes political subdivisions to apply to the Pennsylvania Department of Community and Economic Development (DCED) for designation of an area within the respective political subdivisions as an expansion of a existing KOEZ or KOIZ, granting exemptions, deductions, abatements or credits from all local taxes identified in the Act; and

WHEREAS, approval of the benefits provided in the Act will result in improving the economic, physical, and social conditions within the proposed expansion to the existing KOEZ or KOIZ by stimulating businesses to retain and to create new jobs and to diminishing blight; and

WHEREAS, it is expected that increased private and public-sector investors will reverse the disinvestment and conditions of blight within the KOEZ or KOIZ, as expanded, by the termination of the expanded zone under the Act; and

WHEREAS, approval of the proposed expansion of the KOEZ or KOIZ is expected to increase job creation or capital investment with the such zone or subzone.

NOW, THEREFORE, BE IT RESOLVED by the City of Reading, Berks County that effective as of _____contingent only upon DCED’s approval of the application for the Expansion Parcel to

be included in the existing KOEZ or KOIZ, the following provisions shall apply:

1. Real Property Tax on the Expansion Parcel is 100% exempt in accordance with the provisions and limitations hereinafter set forth in accordance with the Act, such exemption to terminate on the date which is ten years from the date DCED approves inclusion of the Expansion Parcels in the existing KOEZ or KOIZ.
2. Earned Income and Net Profits Taxes; Business Privilege and Mercantile Taxes. The City of Reading also waives business gross receipts tax for operations conducted by a qualified business; earned income received by a resident and/or net profits of a qualified business received by a resident or nonresident of the proposed expanded KOEZ or KOIZ attributable to business activity conducted with said zone terminating on the date which is ten years from the date DCED approves inclusion of the Expansion Parcels in the existing KOEZ or KOIZ.
3. The provisions of the Act not herein enumerated, shall, nevertheless, be incorporated as part of this Ordinance by reference.
4. This resolution shall be effective upon execution, conditioned upon the approval of the application by DCED.

RESOLVED or ORDAINED AND ENACTED by the City of Reading,
Berks _____ County, Pennsylvania, this _____ day of
, 20__.

ATTEST:

BY: _____
City Clerk

Name:

	2012 KOZ EXPANSIONS		
	ATTACHMENT 'A'		
	<u>READING</u>		
<u>PIN #</u>	Owner	Location	Assessment
530819608278	Glidden	1853 N 3rd St	\$ 464,200.00
530748455465	Reading School District	240 W Spring St	\$ 273,900.00
530748453405	Reading School District	900 Lincoln St.	\$ 166,000.00
530748457484	City of Reading	913 Ritter St.	\$ 40,300.00
<u>North 2nd/3rd Street</u>			
530781611031	Barry L Heffner	128 N 2nd St	\$ 21,200.00
530781611032	Richard C & Linda Marie Richardson	130 N 2nd St	\$ 19,500.00
530781611034	Herman Young	132 N 2nd St	\$ 17,700.00
530781611035	Micheal E & Sylvia L Gehret	134 N 2nd St	\$ 17,700.00
530781611037	Iola Mays	136 N 2nd St	\$ 17,700.00
530781611038	Jane M Cook	138 N 2nd St	\$ 19,100.00

530781611130	Migdalia Nieves	140 N 2nd St	\$ 19,100.00
530781611132	Sandra L & Thomas D McCarthy	142 N 2nd St	\$ 19,100.00
530781611133	Kim Y Bailey	144 N 2nd St	\$ 17,700.00
530781611135	Robin G Rovell Reber	146 N 2nd St	\$ 43,800.00
530781611138	Mary Jo & Ernest A Smith	150 N 2nd St	\$ 21,500.00
530774612389	Esther L White	203 N 2nd St	\$ 23,700.00
530774612481	Patricia & Fidel Borges	205 N 2nd St	\$ 25,600.00
530774612482	Santos Carrasquillo	207 N 2nd St	\$ 17,000.00
530774612484	G. King/Shirley & Steven King/Hope A King	209 N 2nd St	\$ 14,100.00
530773611531	Miguel & Giselle Herrera	210 N 2nd St	\$ 103,600.00
530774612485	Kesnel Benoit	211 N 2nd St	\$ 17,100.00
530774612486	Elisa Padilla	213 N 2nd St	\$ 17,000.00
530773611533	Isaias J Lopez	214 N 2nd St	\$ 50,800.00
530774612488	Odalys Ariza	215 N 2nd St	\$ 17,400.00
530774612489	Our City Reading	217 N 2nd St	\$ 17,200.00
530782608916	Nathaniel W Dubbs	113 N. 3rd St	\$ 22,400.00
530782618050	Herbert J Mixon	115 N. 3rd St.	\$ 22,300.00
530782618052	Herbert J Mixon	117 N. 3rd St.	\$ 25,100.00
530782618054	Jose Olivo	119 N. 3rd St.	\$ 21,600.00
530782618056	Herbert J Mixon	121 N. 3rd St.	\$ 15,300.00
530782618069	Urban Spaces LLC	123 N. 3rd St	\$ 53,400.00
530782618162	Urban Spaces LLC	129 N. 3rd St.	\$ 14,100.00
530782618164	Urban Spaces LLC	131 N. 3rd St.	\$ 8,300.00

530782618167	Clarence L Quire	133 N. 3rd St	\$ 31,000.00
530782618139	Herbert J Mixon	137 N. 3rd St.	\$ 18,600.00
530782618231	Avalex Investments LLC	139 N. 3rd St.	\$ 17,900.00
530782618233	Gustavo De La Rosa	141 N. 3rd St.	\$ 13,900.00
530782618234	David E & Jacob D Moss	143 N. 3rd St.	\$ 19,900.00
530774618246	Angelo Pagnotti Inc	145 N 3rd St.	\$ 14,100.00
530774618237	David E & Jacob D Moss	147 N. 3rd St.	\$ 13,800.00
530774618330	Esther Roman Padilla	151 N. 3rd St.	\$ 33,700.00
530774618442	Crespo Realty Inc.	205 N. 3rd St.	\$ 5,300.00
530774618444	Crespo Realty Inc.	207 N. 3rd St.	\$ 3,900.00
530774618445	Crespo Realty Inc.	207A N. 3rd St.	\$ 3,900.00
530782608940	Nieves Migdalia	301 Washington St	\$ 131,900.00
530782609972	Reading Eagle Co.	315 Washington St.	\$ 69,500.00
<u>Penn Optical</u>			
530628991071	Recycled Spaces, LLC	724 Chestnut St.	\$ 11,300.00
530628992194	Altagracia Valdez	733 Chestnut St.	\$ 25,100.00
530628983938	Herbert J Mixon	738 Chestnut St.	\$ 6,600.00
530628983958	Nicholas Blanck	740 Chestnut St.	\$ 15,800.00
530628983988	Miquel A. Pellicier	744 Chestnut St.	\$ 24,000.00
530628983998	Matteo Bonanno	746 Chestnut St.	\$ 23,400.00
530628984918	Julia B. Giovannetti	748 Chestnut St.	\$ 29,500.00

<u>Buttonwood</u>	-		
530772428316	Redevelopment Authority	413 Miltimore St	\$ 17,100.00
530772426486	Our City Reading	434 Miltimore St	\$ 2,000.00
530772426407	Our City Reading	431 Gordon St	\$ 2,000.00
530772426408	Our City Reading	433 Gordon St	\$ 2,000.00
530772425499	Hector Almonte	435 Gordon St	\$ 15,000.00
<u>Penn Street</u>			
530783705397	Rafi & Shaul Ashkenazi	431 Penn St	\$110,500
530783706357	Rafi & Shaul Ashkenazi	437 Penn St	\$141,600
530766623637	Barbara and Nathan Moffatt	219 Buttonwood St	\$ 73,900.00

**CITY OF READING,
BERKS COUNTY, PENNSYLVANIA**

**RESOLUTION TO BORROW
ADOPTED JUNE 11, 2012**

AUTHORIZING THE SECURING OF FUNDING FROM THE PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY ("PENNVEST") IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,013,950 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF THE CONSTRUCTION, REPAIR, REHABILITATION, REMEDIATION, EXTENSION, ACQUISITION, IMPROVEMENT AND EXPANSION OF THE SEWER SYSTEM OF THE FUNDING RECIPIENT, AND TO PAY COSTS AND EXPENSES OF SECURING SUCH FUNDING; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY TO EVIDENCE THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE FUNDING RECIPIENT AND THE GROSS REVENUES AND RECEIPTS OF THE SYSTEM; APPROVING THE FORM, TERMS AND CONDITIONS OF THE FUNDING DOCUMENTS; AUTHORIZING THE EXECUTION OF THE FUNDING DOCUMENTS AND PROVIDING FOR THE AUTHENTICATION AND DELIVERY THEREOF; AND AUTHORIZING THE DISPOSITION OF THE FUNDING PROCEEDS RECEIVED OR TO BE RECEIVED FROM PENNVEST.

WHEREAS, the City of Reading, Berks County, Pennsylvania (the "City"), created and existing under the laws of the Commonwealth of Pennsylvania, has determined that it is necessary and in its best interests to finance (i) the cost of the construction, repair, rehabilitation, remediation, extension, acquisition, improvement and expansion of the City's existing sewer system (the "System"); and (ii) the payment of the costs and expenses of securing such funding (the "Project"); and

WHEREAS, in order to finance the cost of the Project, the City intends to secure a loan in the maximum principal amount of \$10,013,950, from PENNVEST to be evidenced by a debt obligation (the "Debt Obligation"), secured by a pledge of the full faith and credit of the City and the gross receipts and revenues of the System (the "Project Collateral") and other agreements granting and creating security interests, all as more particularly set forth in the funding agreement between the City and PENNVEST (the "Funding Agreement") and the funding offer from PENNVEST dated April 25, 2012 (the "Funding Offer") (the Debt Obligation, Project Collateral, other security agreements, the Funding Offer, the Funding Agreement and all other agreements, documents, certificates and instruments described in or contemplated by the Funding Agreement are collectively referred to as the "Funding Documents"); and

WHEREAS, the City desires and intends to take all necessary and proper actions and to execute all documents required by PENNVEST to be executed to obtain the PENNVEST Funding and assure its proper repayment.

NOW, THEREFORE, THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA hereby resolves as follows:

This City hereby determines that it shall undertake the Project. This City approves the terms and conditions of the Funding Offer and authorizes Ralph Johnson, as manager of the City of Reading Wastewater Treatment Plant, to formally accept the terms of the Funding Offer pursuant to the procedures established by PENNVEST therefor.

For the purpose of providing funds to finance the cost of the Project and to pay costs and expenses in connection with the PENNVEST Funding, the City hereby authorizes the execution of all Funding Documents and the taking of all actions necessary and required by PENNVEST to obtain the PENNVEST Funding in the maximum principal amount of \$10,013,950, pursuant to the provisions of the Funding Documents.

The PENNVEST Funding shall be secured by the Funding Documents from the City to PENNVEST, and to the extent and in the manner therein set forth, the Project Collateral and other agreements granting and creating certain security interests in favor of PENNVEST, as well as a pledge of all other revenues and receipts of the City for the payment of costs of the City, and for the payment of principal of, and interest on, the Debt Obligation. In addition, the City shall accept the Debt Obligation as a special revenue obligation and pledge its receipts and revenues from the System toward the repayment of the Debt Obligation.

The form, terms and conditions of the Funding Documents prepared by counsel for the City and PENNVEST, to be substantially in the form as submitted to this meeting are hereby approved. The Mayor of the City is hereby authorized to execute the Funding Documents in such form on behalf of the City, subject to such changes and modifications, if any, as may be approved by such officer, the execution of the Funding Documents to be conclusive evidence of such approval, and the City Clerk is hereby authorized to cause the corporate seal of the City to be affixed thereto and to attest the same. The City Clerk is further authorized to acknowledge the same on behalf of the City and to deliver said Funding Documents to PENNVEST.

The PENNVEST Funding shall be repaid in the amounts and on certain dates, all as set forth in the Funding Documents as submitted to this meeting. The PENNVEST Funding is also subject to early repayment as provided in the Funding Documents.

Upon receipt, the proceeds from the PENNVEST Funding authorized to be secured in this Resolution, shall be applied by the City under the terms and conditions set forth in the Funding Documents.

Charles Younger, Esquire, as solicitor to this City, Stevens & Lee, as bond counsel, Fox Rothschild LLP, as special counsel to the City, Financial S&Lutions, LLC, as financial advisor and Hill International, as consulting engineers, are hereby authorized to take all actions necessary to complete the loan with PENNVEST, including, but not limited to, negotiating and/or preparing all necessary documents, agreements, resolutions and certificates

necessary and appropriate to complete the loan transaction, and taking any additional actions necessary to satisfy all of the preconditions to settlement set forth in the Funding Offer.

The proper officers of the City are hereby authorized, empowered and directed on behalf of the City to execute any and all papers and documents to do and cause to be done any and all acts and things necessary or proper for the execution or carrying out of this Resolution, of the Funding Documents and in the Application and securing of the PENNVEST Funding.

All resolutions or parts of resolutions inconsistent herewith shall be, and the same are, hereby rescinded, cancelled and annulled.

DULY ADOPTED, THIS 11TH DAY OF JUNE, 2012, BY THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL REGULAR SESSION DULY ASSEMBLED.

CITY OF READING
Berks County, Pennsylvania

(SEAL)

By: _____
Francis Acosta, President of Council

Attest: _____
Linda A. Kelleher CMC, City Clerk

R E S O L U T I O N N O._____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That William Miller is reappointed to the Building and Fire Code
Board of Appeals with a term ending December 31, 2017.

Adopted by Council_____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O._____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Sean Moretti is appointed to the Main Street Board with a term
ending December 31, 2015.

Adopted by Council_____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Erin Weller is appointed to the Historical Architectural Review
Board with a term ending June 11, 2017.

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS
FOLLOWS:

That Michael Leifer is appointed to the Fire Civil Service Board with
a term ending June 11, 2016.

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk